

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 11th day of May, 1966,

C. M. Kirkpatrick, same person as C. M. Kirkpatrick, Jr., and Merle L. Kirkpatrick, husband and wife, and Orville A. Kirkpatrick and Carol M. Kirkpatrick, husband and wife, and Lydia Kirkpatrick, an unmarried woman.

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, herein-

after called the Mortgagee, the following described real estate situate in the County of Klamath, State of Oregon, to wit:

PARCEL 1: The South Half of the Southeast Quarter of Section 6, Township 41 South, Range 12 East of the Willamette Meridian, LESS the following described portion:

All that part of the South Half of the Southeast Quarter of Section 6, Township 41 South, Range 12 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the said South Half of the Southeast Quarter; thence South along the West line of the said South Half of the Southeast Quarter, 920 feet, more or less, to the North bank of the irrigation ditch running Easterly across said South Half of the Southeast Quarter, as now located and constructed; thence Easterly following the said North bank of said irrigation ditch as now located and constructed across the said South Half of the Southeast Quarter to the East line of the South Half of the Southeast Quarter; thence North on the East line of said South Half of the Southeast Quarter to the North-east corner of said South Half of the Southeast Quarter; thence West along the North line thereof, 2640 feet, more or less, to the point of beginning, which excepted portion was conveyed by Clarence M. Kirkpatrick et ux to Luther T. and Gladys A. Hansen by deed recorded in Book 172 at page 305 of Deed Records of Klamath County, Oregon.

PARCEL 2: The Northeast quarter of the Northeast quarter of Section 7, Township 41 South, Range 12 East of the Willamette Meridian, EXCEPT that portion within the USRS "D" Canal. 5271

PARCEL 3: The Northwest quarter of the Northeast quarter of Section 7, Township 41 South, Range 12 East of the Willamette Meridian, EXCEPT that portion within the USRS "D" Canal.

PARCEL 4: The Northeast quarter of the Northwest quarter and Lot 1 of Section 7, Township 41 South, Range 12 East of the Willamette Meridian LESS the following described portion: All that portion of the Northeast quarter of the Northwest quarter and of Lot 1, Section 7, Township 41 South, Range 12 East of the Willamette Meridian, which lies North of the North line of the right of way of the "D" Canal of the U.S.R.S. running in a general East and West direction across said subdivisions, and which excepted portion was conveyed by Clarence M. Kirkpatrick, et ux, to Rudolph Cacka by deed recorded in Book 139 at page 380 of Deed Records of Klamath County, Oregon.

PARCEL 5: Part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 41 South, Range 11 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of the Northeast quarter of said Section 1; thence West on south line of said Section 440 feet; thence North to the Adams Canal as now located across the said Southeast quarter of the Northeast quarter; thence East along said Canal to the East line of said Section 1; thence South along said section line to the place of beginning, containing 9 acres, more or less, and being the same land as described in deed from Lakeside Company, a corporation, to Albert Krotochvil, recorded March 21, 1910, in Book 28 of Deeds, page 499, ✓

This rider is attached to and made a part of this mortgage, dated May 11, 1966, executed by the undersigned.

Orville A. Kirkpatrick
C.M. Kirkpatrick Jr.
Irvin L. Kirkpatrick
Clarence M. Kirkpatrick
Linda Kirkpatrick

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises, and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of.....

Twenty-One Thousand Five Hundred.....Dollars (\$21,500.00), with interest thereon from date at the rate of 5½ % per annum on the principal sum from time to time remaining unpaid, payable to the mortgagee at its office in the City of Spokane, State of Washington, as follows:

Interest-only payable on....., 19....., and..... annually thereafter to and including....., 19..... Thereafter..... 34..... equal..... annual payments

of \$ 1396.97... each, payable on the first day of..... May..... ~~xxx~~..... in each year, beginning on the first day of..... May....., 1967, and a final payment of \$ 1396.97..., payable on

the first day of..... May....., ~~19~~ 2001, unless matured sooner by extra payments on principal; each of said payments shall be applied first to interest, then to principal. All payments not made when due shall bear interest thereafter until paid at six per cent per annum.

Mortgagors covenant and agree:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land;

To pay all debts and moneys secured hereby when due;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises and to deliver to the mortgagee proper receipts therefor; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies affecting the mortgaged premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgagee clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy, which, if not used in accordance with the regulations of the Farm Credit Administration for reconstruction of the buildings damaged or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 6 per cent per annum, and shall be immediately repayable by the mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits

thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act and acts amendatory thereof or supplementary thereto, and are subject to all the terms, conditions and provisions thereof, which acts are made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is agreed that if at any time, after the date of the execution of this mortgage, the delivery of water for the irrigation of said lands be discontinued in whole or in part under the provisions of the reclamation laws of the United States or of any contract made thereunder, all indebtedness secured by this mortgage shall at the option of the mortgagee become immediately due and payable.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Orville A. Kirkpatrick
C. M. Kirkpatrick, Jr.
Merle E. Kirkpatrick
Carol M. Kirkpatrick
Lydia Kirkpatrick

STATE OF OREGON, { ss.
 County of Klamath }

On this 16th day of May, 1966, personally appeared the above named C. M. Kirkpatrick, same person as C. M. Kirkpatrick, Jr., and Merle E. Kirkpatrick, husband and wife, and Orville A. Kirkpatrick and Carol M. Kirkpatrick, husband and wife, and Lydia Kirkpatrick, and unmarried woman and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Bryan Williams
 Notary Public in and for the State of Oregon,
 residing at Klamath Falls, Oregon
 My commission expires 8/13/1966

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Oregon Lumber Co.*
 this 17 day of May 1966 at 3:45 P.M., and
 duly recorded in Vol. *1111*, p. *5273*
LEONARD ROBERTS, County Clerk
 By *6* *Sec 600 pl.*