

A-18347

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MORTGAGE

ALFRED O. KERSGARD and BARBARA ANN KERSGARD (his wife), Mortgagors, residing in the County of Santa Clara, California, jointly and severally, hereby convey, assign, warrant, and mortgage to TRI-STATE LIVESTOCK CREDIT CORPORATION, a California corporation, Mortgagee, having its principal place of business in San Francisco, California, the following described real property in the County of Klamath, State of Oregon, to-wit:-

The South Half of the North Half and the North Half of the South Half of Section 1, and the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 2, all in Township 39 South, Range 11 East of the Willamette Meridian.

ALSO the Southwest Quarter of Section 36, Township 38 South, Range 11 East of said Willamette Meridian.

EXCEPTING right of way conveyed to Richard H. Hovey by deed recorded on page 520 of Volume 91 of Deeds, records of Klamath County, Oregon.

The Westerly 820 feet of Tract 13 of Riverside Tracts, the same being situate in Section 13, Township 39 South, Range 11 East of the Willamette Meridian.

The Northwest Quarter of Section 12, Township 39 South, Range 11 East of the Willamette Meridian, excepting that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  described in Book 153 at page 261, Deed Records of Klamath County, Oregon, more particularly described as follows:- Beginning at the Southwest corner of the NW $\frac{1}{4}$  of Section 12, Township 39 South, Range 11 E.W.M., thence East 6 rods, thence North 80 rods, thence West 6 rods, thence South to the point of beginning.

The North Half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, Section 12, Township 39 South, Range 11 East of the Willamette Meridian.

The Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter, Section 12, Township 39 South, Range 11 East of the Willamette Meridian.

LESS that portion of the above described lands deeded to Richard H. Hovey for a fifty-foot railroad right of way described in Deed Records, Klamath County, Oregon, in Volume 93 at page 86, Volume 91 at page 528, Volume 91 at page 520, Volume 91 at page 531; and also less easements and portions deeded to Horsefly Irrigation District for laterals and canals.

Together with Mortgagors' existing and future rights, however evidenced, to the use of water for irrigating said lands, and for domestic and stock watering purposes, including ditches, laterals, canals, conduits, pumping plants, wind machines, and rights of way used to convey such water or to drain said land, all of which rights are hereby made appurtenant and/or fixtures to said land; all leases, permits and licenses used with said land; all tenements, hereditaments, easements, rights of way, and appurtenances to said land and the rents, issues, and profits thereof.



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This mortgage is intended to secure, and does hereby secure, the payment of indebtedness evidenced by a certain note or notes, with interest thereon, executed by the Mortgagors in favor of the Mortgagee, payable at said office of the Mortgagee, which note or notes are described as follows:-

| <u>Dated</u>       | <u>Amount</u> |
|--------------------|---------------|
| February 3rd, 1967 | \$191,365.00  |

In addition this mortgage is also security for the payment of (1) all sums which may be or become due to the Mortgagee from the Mortgagors, whether resulting from advances to or in behalf of the Mortgagors or otherwise, with interest on all such sums; (2) substitution notes and/or renewals and/or extensions of all notes from Mortgagors and Mortgagors' heirs, executors, administrators, successors or assigns in favor of, or assigned to, the Mortgagee. Mortgagor expressly waives all statutes of limitation and benefit of all exemption, homestead, and similar statutes which might otherwise be available to them.

Advances made by the Mortgagee after discount or assignment of this mortgage shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assigned.

As additional security, Mortgagors assign, without obligation on Mortgagee to effect collection, all damages, royalties, rentals, and other revenue from all present and future oil, gas and mineral leases, rights and operations affecting said lands.

Mortgagors covenant and agree:-

(1) That the Mortgagee or its duly authorized agents shall at all times have the right to enter upon and inspect said lands;

(2) That the Mortgagors will, at Mortgagors' expense, (a) forever warrant and defend the title to said lands and the water rights thereto; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; (d) maintain fire insurance on the improvements, as required by Mortgagee;

(3) Mortgagors will pay when due and payable, all obligations secured hereby, and by judgment or other liens, all national, state, county, city or other taxes, assessments, and charges now or hereafter levied or assessed against said property or against stock, contracts or rights pledged herein, and Mortgagors agree that Mortgagee may pay such taxes, assessments or liens without notice and that all sums so paid with interest at the same rate per annum as set forth in the note or notes herein described shall be immediately payable and a part of the debt secured hereby, and the Mortgagee shall be sole judge of the legality or validity of such taxes, assessments or liens;

(4) Mortgagee may (a) litigate any matters and appear in any condemnation or bankruptcy proceeding affecting the security or lien, and may incur necessary costs, expenses, and attorney fees therefor; (b) advance money for payment of such costs, expenses, and attorney fees, and for payment of all obligations herein incurred by Mortgagors, which advances, together with interest at the same rate per annum as set forth in the note or notes herein described, shall be immediately payable and a part of the debt secured thereby. All condemnation awards and damages shall be paid to Mortgagee;

(5) Upon Mortgagors' default or breach, Mortgagee may:- (a) take possession of said premises with all rights of Mortgagee in possession, or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, foreclose this mortgage, have the power of sale exercised in accordance with law then in force and incur costs, expenses, and reasonable attorney's fees; (c) have the security sold in one parcel;



(6) Acceptance by Mortgagee of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security, or any release from personal liability, shall not affect the personal liability of any person not specifically released, nor the lien hereof on the remainder of said premises for the balance of said indebtedness;

(7) Each Mortgagor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors and assigns of each Mortgagor.

Executed February 8, 1967.  
(Date)

Alfred O. Kersgard 2-8-67  
(Alfred O. Kersgard)

Barbara Ann Kersgard  
(Barbara Ann Kersgard)

STATE OF CALIFORNIA )  
County of Santa Clara ) ss.

On this 8th day of February, 1967, before me,

Alan K. Maple, a Notary Public in and for said County

and State, personally appeared ALFRED O. KERSGARD, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alan K. Maple  
Notary Public in and for said County and State

My Commission expires Sept 7, 1969

STATE OF CALIFORNIA )  
County of SANTA CLARA ) ss.

On this 9th day of February, 1967, before me,

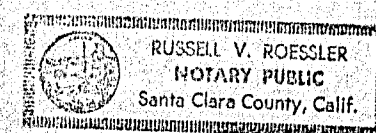
RUSSELL V. ROESSLER, a Notary Public in and for said County

and State, personally appeared BARBARA ANN KERSGARD, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same freely and voluntarily and for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Russell V. Roessler  
Notary Public in and for said County and State

My Commission expires May 13, 1968





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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.  
this 11th day of February, 1967 at 2:08 o'clock PM., and  
duly recorded in Vol. M-67, of Mortgages on Page 1030

Fee 6.00

By Dorothy Rogers, County Clerk