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388 (REV. 1-48)

OREGON FORM

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 17th day of April, 1967,

Garret D. Hilyard, same person as Garrett Dean Hilyard, and Betty Jean Hilyard, husband and wife,

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; hereinafter called

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

PARCEL 1:

Township 39 South, Range 10 East of the Willamette Meridian; more particularly described as follows: Beginning at the intersection of a line 30 feet North of the South line of Section 7, said Township and Range, with the East right of way line of the Enterprise Irrigation Canal; thence Northwesterly, Northerly and Northeasterly along said Enterprise Irrigation Canal right of way line to its intersection with the South right of way line of the Oregon California and Eastern Railway right of way; thence Southeasterly along said railway right of way to the East line of said SW $\frac{1}{4}$ of Section 7; thence South along the East line of said SW $\frac{1}{4}$ to a point 30 feet North of the South line of said Section 7; thence running West on a line parallel to and 30 feet North of the South line of Section 7 to the point of beginning.

ALSO a portion of SW $\frac{1}{4}$ of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Commencing at the Southwest corner of said SW $\frac{1}{4}$ of said Section 7; thence East on the Section line 767.8 feet; thence North and parallel with West line of said SW $\frac{1}{4}$, 577.4 feet, more or less, to the intersection with the South line of the right of way of the O. C. & E. Railway Company; thence Northwesterly following the said South line of the right of way of the O. C. & E. Railway Company, to its intersection with the West line of said SW $\frac{1}{4}$; thence South on the West line of said SW $\frac{1}{4}$, 908 feet, more or less, to the point of beginning.

Section 18: E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, EXCEPT the North 30 feet thereof, and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ EXCEPT the East 198 feet thereof.

PARCEL 2:

A parcel of land situate in the NW $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at the Southwest corner of the NW $\frac{1}{4}$ of Section 19, said Township and range; thence North along the Section line to the Northwest corner of Section 19; thence East to the United States Government Irrigation "A" Canal; thence Southeasterly along said canal to the East line of said NW $\frac{1}{4}$; thence South along the East line of the NW $\frac{1}{4}$ to the Southeast corner of the said NW $\frac{1}{4}$; thence West to the place of beginning.

EXCEPTING AND RESERVING THEREFROM a parcel of land in the Southwest corner of said premises as described in Deed Volume 129 at page 359, Klamath County Deed Records and also EXCEPTING THEREFROM those portions lying within the limits of the Klamath Falls-Merrill Highway and the Crystal Springs Road, ALSO EXCEPTING those parcels recorded in Book 100 at page 270 and Book 156 at page 149, Klamath County Deed Records.

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, therefore, 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

Seventy Thousand ----- Dollars (\$70,000.00),

with interest thereon from date at the rate of 6 % 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 \$4828.18 each, payable on the first day of March ----- in each year,

beginning on the first day of March -----, 19 68, and a final payment of \$4828.18, payable on

the first day of 17 March -----, 2022, 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

12

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.

Garret D. Hilyard
Betty Jean Hilyard

STATE OF OREGON

County of Klamath

On this 19th day of April, 1967, personally appeared the above named

Garret D. Hilyard and Betty Jean Hilyard

and acknowledged the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Oregon Title Insurance Co.

on this 20 day of April, A. D. 1967

at 1:15 o'clock P. M. and duly

recorded in Vol. M-67 of Mortgages

Page 2785

DOROTHY ROGERS, County Clerk

Fee \$11.50

By *James H. Rogers*

Bryan Williams
Notary Public in and for the State of Oregon,

residing at *Klamath Falls*

My commission expires *Aug 13 1970*