131434 369 (REV. 146) 67-676 WH. FEDERAL FARM LOAN AMORTIZATION MORTGAGE TO morning of the disc bearing for the princ KNOW ALL MEN BY THESE PRESENTS, That on this 2nd day of H. M. Mallory and Christine W. Mallory, formerly Christine W. Williams, husband (d) year and wife. 10 . . . Theredien thereinafter 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 State of Oregon, to wit indeed that the principal, all payment net reads which there are the configuration of The NELNEL of Section 12, Township 38 South, Range 112 and the NELNWL and Covernment Lot 1 of Section 7, Township 38 South, Range 11 East of the Willamette Meridian. Farogether! with all pumps; motors; and other irrigation equipment now or hereafter used Dawith said property, which are hereby declared appurtenant thereto. dend the tame levery engine the lawful clams and densirily of all presum whenever the estimate of by any forestrone least, but shall amovide the land rio sorclata sucios bose ai insurestratas de guenza palencal es vois alexamentos acho inc_{las} ablisdonos et erigist die regional of domolishde al ef day fearoof, die 10 cot in Jerone die Guidogof amber reng t der commente das in daimain und colleçan die mysoche a geod med inchantlike manger, oding apartied incided. The evenue the healthy thereof, he heep the meter or total and project, interest onlingually travers, proceed and over lot, not to use on pendicline that a few and provide the pendicline that a second provides the contract of the pendicline that the pendicline is the pendicline t use of said premises for an adamid or objectionable purposes and decided times and dungs freezions of precise all water dights now by demonstrating as precised for our used for connection with said premises ngeorge 2000 geografian and the fields of fine federal bias copy recovered by the majority of the property and the first of the first o Commercial arthraphical ieminiami is stemage by the is mainter and tome and in such company of samplings and A ration beautifus to receive with the needed to receive begins a treatment the mertance and charges on an one of the first from the inprinciples and charges affection and pointies and be a surface who isosees affection the identities and be principled by night rapplier, in care of lone to the configure, with coordingnes claime in fewer of configuration to the nanopholes. The the experimental and the control of the production of the control of the experiment off are of the magnessed respects shall be taken under right a contract double, the prompties shall be conflict an is option to receive all combination for the photon dated abover to the committing person, to be significably the mortgaged upon died induced one bearing actions? In such commence is a value of the check erwared bryna at thansa at aenose to et ar scriptor. unitage (white alcing to lector the whole indobesined being geomes de and perside or not than at its option ali kali halabaa maal makees perform the same in while or or pure, and all executions could be as mercary throughout that the structure of the performance and the performance different and core or county discusses that be recurred by this analyzage. The state of the second of the second yns et altik alf 10-20 Jezigia ydrael inna 311 (a 700, to 11) aliyan alicatenna. 22 ilinieb il ed destricted bein to red and states and specifical transmitter from the same of properties are under some specifical and dependent the control of the said tendence to previous that the besides included in our type. Land and the third, that in The meaning of the interaction in the received what at the election of the property become further N after and the meaning of the decrease the election of the machines to exercise after the relation of the machines to exercise after the relation of the machines to exercise after the relation N. o dono poince of 1454 643, to beincempilita as policie and bushinos at torollets conservable lating the relationaries of the same or any expectations receipt of the temperature the energy of to the electronic conference and the electronic of the temperature of 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 appurtebelonging 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.

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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 ...

of \$ 1413.97 each, psyable on the first day of January XXXI in each year, first plantage as A real gradient of the first day of January 1968, and a final payment of \$ 1413.97 psyable on

the first day of ___Jamuary | 1002, 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 these flar until paid at six per cent per annum.

thereafter until paid at six per cent per annum.

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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 fore or 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 demolishment 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 mortgages; 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.

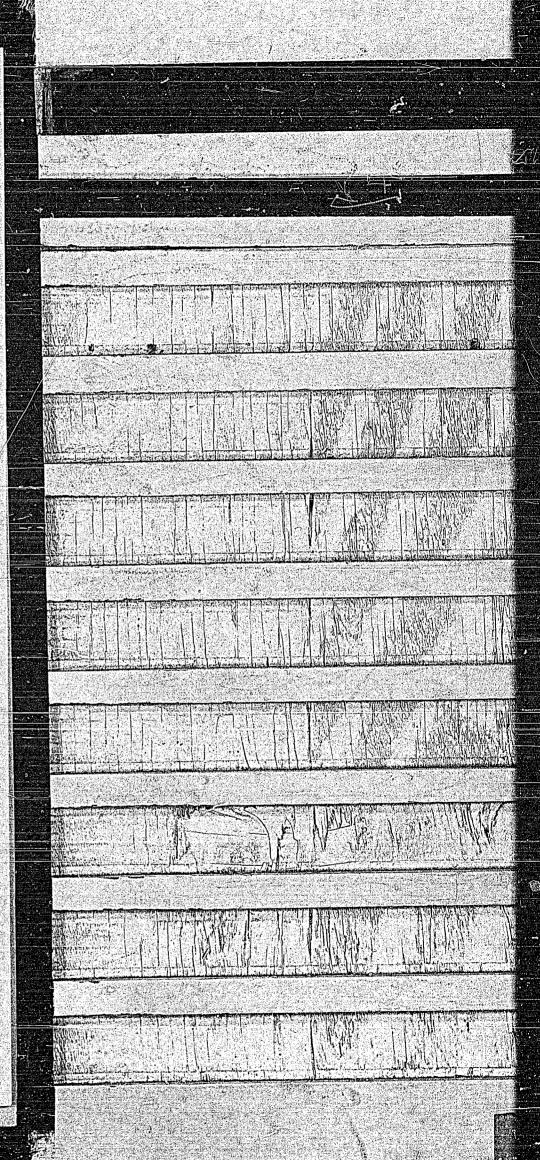
Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the 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 mortgagers 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 mortgages 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

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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.

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

STATE OF OREGON County of Klamath On this 30th day of June , 19 67, personally appeared the above named H. M. Mallory and Christine W. Maldory, formerly Christine W. Williams and acknowledged the foregoing instrument to be their STATE OF OBEGON,) 88 County of Klaniath } 88 Before me: Filed for resort at request of: Oregon Title Insurance O. 01 this 3 (1) (1 July 4.5. 18 67 o'elick A. M. and dab 11 11:15 residing at Klamath Falls, Oregon recorded in Villa M-67 of Mortgages My commission expires 4/1/1970

DOROTHY BOGERS, County Clerk

