

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 21st day of August, 1967,

Walter W. Fotheringham and Doris J. Fotheringham, husband and wife;
Joseph C. Fotheringham and Mildred L. Fotheringham, husband and wife;
and Harriet B. Fotheringham, a widow,

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 41 South, Range 10 East of the Willamette Meridian:
Section 9: $S\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$

PARCEL 2:

Township 41 South, Range 10 East of the Willamette Meridian:
Section 9: $E\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$

PARCEL 3:

Township 41 South, Range 10 East of the Willamette Meridian:
Section 9: $W\frac{1}{2}E\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$

Section 10: $S\frac{1}{2}$

Section 11: $SW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$

EXCEPTING from the $SW\frac{1}{4}$, Commencing at the quarter corner common to Sections 14, 15, 10 and 11, Township 41 South, Range 10 East of the Willamette Meridian; thence North 462 feet and East 63 feet, to the true point of beginning; thence North 215 feet to a point; thence East 150 feet; thence South 215 feet; thence West 150 feet to the true point of beginning.

PARCEL 4:

Township 41 South, Range 10 East of the Willamette Meridian:

Commencing at the quarter corner common to Sections 14, 15, 10 and 11; thence North 462 feet and East 63 feet, to the true point of beginning; thence North 215 feet to a point; thence East 150 feet; thence South, 215 feet; thence West 150 feet to the true point of beginning.

Together with all pumps, motors, and other irrigation equipment now or hereafter used with said property, which are hereby declared appurtenant thereto,

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

Ninety-Five Thousand - - - - - Dollars (\$95,000.00.),

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 December 1, 1967, and annually thereafter to and including, 19..... Thereafter 34 equal annual payments of \$6552.52 each, payable on the first day of December ~~xxx~~ in each year, beginning on the first day of December, 1968, and a final payment of \$ 6552.52, payable on the first day of December, 2002, 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.

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

Harriet B. Fotheringham Walter W. Fotheringham
Doris J. Fotheringham
Joseph C. Fotheringham
Mildred L. Fotheringham

STATE OF OREGON

County of Klamath

ss.

On this 24th day of August

, 19 67, personally appeared the above named

Walter W. Fotheringham, Doris J. Fotheringham; Joseph C. Fotheringham, Mildred L.

Fotheringham and Harriet B. Fotheringham

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

Before me:

William C. Bruckner
 Notary Public in and for the State of Oregon,

residing at Merrill, Oregon

My commission expires 10-29-67

6627

Amortization Mortgage

FROM

Walter W. Fatheringham et al

TO

The Federal Land Bank of Spokane

STATE OF OREGON

County of Klamath } ss.

I hereby certify that the within instrument was filed for record in the office of the County Clerk of said County on the

25 day of August

A. D. 1967, at 9:15 o'clock

and minutes, A M.,

at the request of Oregon Title

Insurance

and recorded on page 6624

of Book M-67 of Mortgages.

Dorothy Rogers County Clerk

By Dorothy P. Rogers, Deputy

Fee 6.00

The fee for recording this mortgage is \$

and was paid by

Mail to

THE FEDERAL LAND BANK of SPOKANE
SPOKANE, WASHINGTON

js