#133206 1955 4 1 5 FEDERAL FARM LOAN AMORTIZATION MORTGAGE and tackering our the country are the reast of the KNOW ALL MEN BY THESE PRESENTS, That on this 8th day of January , 19 68, Frederick G. Hitson, same person as Frederick Guy Hitson, and Joanne Louise Hitson, husband and wife; and Edna L. Hitson, a ting and the same 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 Parm 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 with the state of The only that has not next being their reduction PARCEL 1 Township 40 South, Range 14 East of the Willamette Meridian beatmanded and the Williamette Meridian beatm Section 20: NEX PARCELY 2 light successions and to these bine, sometiments in the section of the sent for each left. Township 40 South, Range 14 East of the Willamette Meridian continuous and business of the Section 17: SWASEX SAVING AND EXCEPTING FROM the above described property existing rights of way for roadways, ditches, canals or laterals, more referred to gravitas alls states for more than the constant of the continues of the continues of the response for the constant of the continues of the con the general the factory discovered has been the carbains are and true presents freighbound, calibrated, taka ile arment or kroment state prominent in the prominent and the second prominent to be and promine power The prominent of the second state is the prominent of the prominent of the second prominent prominent prominent mangeon has didentificances at him to or no magnification of non-surpr turicen regeri sparenon est a secreta a but regiona duc accompliar est duc esta la material duc esta (1). Dice trança grad par di dispos sugliare dili és una esta estada dendiares esta del una conscissa al frant especia is such as existing, as ded made based dendering inclusional town rates and will company or companies and And an anti-control of the first the state of the state o Saltada salament benegaraan aan palamalan seemalah selasah di keristi Visio Preserve that the course of the contraction of the contraction of the course of and excitations of the presentage of the contraction of the present of the present of the contraction of the course of the contraction of the Mary of the notragged property shall be teleculument right is taken distant, the atorigaçõe shall be emitted an in a sectionally empositive for the portion (alone of dening) to the receiving portion, to be applied by the marking the indebtedment interly accord in sold animent as is all that Country of the marriage of the action in the second to the engagement of the best of w serectness humbs contraced, that the and the state of the second state of the second sec The of druger blass thinkers of the second of the second of the second of the state of the second of ali en immal ambitude grack of agaismin solt professor a limbo acception against a communication Asserts invalid and it is expliced by each to due of breach of any of the processing of the state of the section of the same states are being remained in the many normal sections of the section of th of the graphent with the most appoint in the sufficient contest except, by the writes parmished of

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nare to be the first the first said or a water or relinquishment of the right so exercise tack options appeared ductive the contractors of the said or any office deland.

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or bereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, recoiling, ventilating, elevating; watering and irrigating apparatus, stationary scales and other firstures; 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 on other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant into said, premises or any part thereof, or used in connection therewith.

In maked any stacks decrease the contract of to ealure any charge proving out of the dold hereby teaded, or any

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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 ... Thirteen Thousand Five Hundred - - - - - - - - Dollars (\$.13.500.00) with interest thereon from date at the rate of __6=3/4_% 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: ____19___and-___annually-thereafter-to Interest only payable on. ______, 19 ____, Thereafter 34 _____ equal _____ -and-including annual payments of \$ 1014.37 each, payable on the first day of January ___ KKK_ in each year. beginning on the first day of January 1969, and a final payment of \$1014.37 payable on 2003, unless matured sooner by extra payments on principal; each of the first day of January said payments shall be applied first to interest, then to principal. All payments not made when due shall bear interest

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter

Mortgagors covenant and agree:

thereafter until paid atxis per cent per annum.

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 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 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 mortgagec 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 Sper 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 Filed fo 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.

secured hereby and included in the decree of foreclosure.

1. It is not a property to 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

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.

Juliuh Is Lites June L. Hitson

STATE OF OREGON			
County of famath	55.		
On this $\angle 2$ day of	of An	, 1962 8 personally appeared the above the	11000
Frederick G. Hitson, san	me person as Frederi	ick Guy Hitson, and Joanne Loui	se.
Hitson; Edna L. Hitson			<u> </u>
and acknowledged the foregoing instrume	ent to be their	voluntary act and deed.	
		24.71.60	11/27.

OF OREGON; COUNTY OF KLAMAKI, 88. record at request of Klamath County Title 12 day of January AD 19 68 at o'clock PM., and DOROTHY-ROGERS, County Clerk My commission expires