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389 (REV. 1-46)

OREGON FORM

## FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 13th day of March, 1968,Alton A. Short and Grace T. Short, 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:

Beginning at a point on the West line of the East half of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, which is 30 feet North from the quarter corner common to Sections 13 and 24 of said Township and Range; thence North 4190 feet, more or less, along the West line of the East half of said Section 13 to its intersection with the Southerly right of way line of the USRS main canal; thence Southeasterly along the right of way line of said canal to its intersection with the center line of a drain ditch, 620 feet, more or less, East of the West line of the East half of said Section 13; thence South 2°01' West to a point 30 feet North of the South line of said Section 13; thence West 503 feet, more or less, to the point of beginning, being a portion of the West half of the East half of Section 13, Township 39 South, Range 9 East of the Willamette Meridian.

Also beginning at a point in the Southeast quarter of the Southeast quarter of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, which is on the North right of way line of a county road known as Airway Avenue; and which is North 30 feet and East 503 feet from the one quarter corner common to Sections 13 and 24 of said township and range and which point of beginning is the Southeast corner of a parcel of land described in a deed recorded in Klamath County Deed Records, Vol. 215, page 295; thence North 2°01' East, along the Easterly line of said parcel of land, 3320 feet, more or less, to the Southwesterly right of way line of the USRS main canal; thence South 60°35' East along the right of way line of said canal, 127 feet, more or less, to the beginning of a curve; thence Southwesterly to the right, along the arc of a curve, the radius of which is 880.4 feet, 361.6 feet, more or less, to the end of said curve; thence South 37°03' East 253 feet, more or less, to a point on the Southwesterly right of way line of said canal that is 1130 feet due East from the West line of the East half of said Section 13; said point being the Northwest corner of that parcel of land conveyed to Roy Howard by deed recorded August 5, 1965, Vol. M-65, page 662, Microfilm Records of Klamath County, Oregon; thence Southerly along the Westerly line of said parcel conveyed to Roy Howard, 2830 feet, more or less; to the North right of way line of said Airway Avenue, which point is 30 feet North of the South line of said Section 13; thence West along the North right of way line of said Airway Avenue a distance of 627 feet to the point of beginning, being a portion of the West half of the East half of Section 13, Township 39 South, Range 9 East of the Willamette Meridian.

SAVING AND EXCEPTING from the above described parcels the rights of way for the No. 1-A Drain and the No. 1-6-A-3-A Drain of the USRS,

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.



80012 2079  
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 \_\_\_\_\_

Fifteen Thousand - - - - - Dollars (\$15,000.00),

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:

Interest only payable on \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_ annually thereafter to and including \_\_\_\_\_, 19\_\_\_\_. Thereafter 34 equal \_\_\_\_\_ annual payments of \$ 1127.08 each, payable on the first day of February ~~2000~~ in each year, beginning on the first day of February, 1969, and a final payment of \$ 1127.08, payable on

the first day of February, 2003 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 13 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 8 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



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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.

NOTARY PUBLIC  
STATE OF OREGON  
COUNTY OF KLAMATH  
ALTON A. SHORT  
GRACE T. SHORT  
1968  
MARCH 14  
1:50 PM  
NOTARY PUBLIC  
STATE OF OREGON  
COUNTY OF KLAMATH  
ALTON A. SHORT  
GRACE T. SHORT  
1968  
MARCH 14  
1:50 PM  
NOTARY PUBLIC  
STATE OF OREGON  
COUNTY OF KLAMATH  
ALTON A. SHORT  
GRACE T. SHORT  
1968  
MARCH 14  
1:50 PM

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

Alton A. Short  
Grace T. Short

STATE OF OREGON

County of Klamath

ss.

On this 14th day of March, 1968, personally appeared the above named

Alton A. Short and Grace T. Short

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

Before me, Notary Public in and for the State of Oregon,  
County of Klamath ss.

Filed for record at request of

on this 14 day of March A.D. 1968  
at 1:20 o'clock P.M. and duly  
recorded in Vol. M-68 of Mortgages  
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DOROTHY ROGERS, County Clerk  
By Bryan Williams Deputy

Fee 4.50

My commission expires 4/1/1970

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