

FLB 647

68-760 (12) bff

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# FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 21st day of June, 1968,

Byron Johnson, same person as Byron J. Johnson, and Arlie Mae Johnson, husband and wife,

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LOAN

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Recorded

at \_\_\_\_\_ o'clock

Page

Auditor, Clerk or Recorder

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Klamath, State of Oregon:

The NW $\frac{1}{4}$  of Section 15 and the NE $\frac{1}{4}$  of Section 16 in Township 41 South, Range 12 East of the Willamette Meridian, EXCEPTING THEREFROM that certain parcel of land heretofore conveyed by deed, dated September 11, 1939, by J. C. Boyle and Nina C. Boyle, his wife, to Benjamin J. Henzel and Richard W. Henzel, co-partners doing business as Henzel Brothers, and more particularly described as follows, to-wit:

Beginning at the Northwest corner of the NE $\frac{1}{4}$  of Section 16, Township 41 South, Range 12 East of the Willamette Meridian; thence Easterly along the Section line between Section line between Sections 9 and 16 in said Township and Range, 514 feet, more or less, to the Westerly line of the Malin Irrigation District High Line Canal; thence in a Southerly and Southeasterly direction along the Westerly line of said Canal to the one-quarter Section line between the NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of said Section 16; thence in a Westerly direction along said quarter section line, 702 feet, more or less, to the intersection thereof with the Easterly line of the U.S.R.S. "D" Canal; thence along the Easterly line of said U.S.R.S. "D" Canal in a Northwesterly direction to the point of intersection of the Easterly line of said Canal with the quarter Section line between the NW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of said Section 16; thence in a Northerly direction along said quarter Section line, 235 feet, more or less, to the place of beginning. All situated in the NE $\frac{1}{4}$  of Section 16, Township 41 South, Range 12 East of the Willamette Meridian.

ALSO EXCEPTING THEREFROM all that portion of the NE $\frac{1}{4}$  of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, which lies Southwesterly from the Southwesterly boundary of the U.S. "D" Canal right of way.

AND ALSO EXCEPTING THEREFROM a strip of land 20 feet in width off of the East side of the NW $\frac{1}{4}$  of Section 15, Township 41 South, Range 12 East of the Willamette Meridian,

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including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

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 \$ 19,000.00, 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, the final payment being payable on January 1, 2003, unless matured sooner by extra payments on principal; each of the payments shall be applied first to interest, then to principal. All payments not made when due shall bear interest thereafter until paid at 8 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 cured 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, assessments and other charges 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 and such other risks 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 upon request 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 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.

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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.

Byron Johnson  
Arlie Mae Johnson

STATE OF Oregon } ss.  
County of Klamath

On July 16, 1968, before me personally appeared

Byron Johnson, same person as Byron J. Johnson, and Arlie Mae Johnson

and the foregoing instrument, and acknowledged that (he) (she) executed.

Neal Elliott  
NOTARY PUBLIC FOR OREGON  
My Commission expires May 20, 1972

On \_\_\_\_\_, before me personally appeared

and the foregoing instrument, and acknowledged that (he) (she) executed.

NOTARY PUBLIC

STATE OF OREGON, } ss.  
County of Klamath }  
Filed for record at request of  
Transamerica Title Insurance Co.  
on this 16 day of July A. D. 19 68  
at 2:46 o'clock PM and duly  
recorded in Vol. M-68 of mortgages  
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DOROTHY ROGERS, County Clerk  
By [Signature] Deputy

Fee 4.50

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