FLB 047 29170 VOL M69 PAGE 688

FEDERAL LAND BANK MORTGAGE

FLB LOAN 137305

Recorded ____________
at ____________ o'clock
____________, Page ____________
Auditor, Clerk or Recorder

69-52

KNOW ALL MEN BY THESE PRESENTS, That on this 23rd day of January 1969,

V.E.N. a California Corporation,
Nevin Cattle Company, ~~an Oregon corporation~~ C.N.
Authorized to do business in Oregon
V. E. Nevin and Carrie Nevin, husband and wife,

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 description of the real property covered by this mortgage consists of one page marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 1 Exhibit "A" 689

The following described real property in Klamath County, Oregon:

Township 37 South, Range 10 East of the Willamette Meridian:

PARCEL 1: Section 14 - W½SW¼
PARCEL 2: Section 15 - S½N½, NE¼SE¼, NW¼NW¼
PARCEL 3: Section 23 - W½NE¼, SE¼NE¼, E½SE¼
PARCEL 4: Section 24 - SW¼SW¼
PARCEL 5: Section 25 - W½, W½SE¼
PARCEL 6: Section 26 - E½E½
PARCEL 7: Section 33 - E½, SW¼
PARCEL 8: Section 34 - W½, SE¼, S½NE¼, NW¼NE¼
PARCEL 9: Section 35 - NE¼NE¼
PARCEL 10: Section 36 - All

Township 38 South, Range 10 East of the Willamette Meridian:

PARCEL 11: Section 3 - S½, S½NW¼, Lots 3 and 4
PARCEL 12: Section 4 - Lots 1, 2, 3 and 4, S½N½, N½SE¼, NE¼SW¼
PARCEL 13: Section 10 - N½
PARCEL 14: Section 11 - N½, SE¼
PARCEL 15: Section 12 - NE¼, E½NW¼, S½
PARCEL 16: Section 13 - All
PARCEL 17: Section 14 - E½
PARCEL 18: Section 23 - NE¼, that portion of the SE¼ lying Northeasterly of the Swan Lake Road.
PARCEL 19: Section 24 - All
PARCEL 20: Section 25 - NW¼, That part of W½ of SW¼ lying North and West of Lakeview Highway, N½ of NE¼ of SW¼
PARCEL 21: Section 26 - S½SE¼, and all that portion of NE¼ and NE¼SE¼ which lie Northerly and Easterly of Swan Lake Road.
PARCEL 22: Section 35 - N½NE¼.

Township 38 South, Range 11½ East of the Willamette Meridian:

PARCEL 23: Section 6 - Lots 4, 5, 6 and 7, E½SW¼, SW¼SE¼, SE¼NW¼
PARCEL 24: Section 7 - Lots 1, 2, 3, and 4, E½W½, E½
PARCEL 25: Section 8 - W½SW¼
PARCEL 26: Section 17 - W½
PARCEL 27: Section 18 - Lot 1, 2, 3 and 4, E½W½, E½
PARCEL 28: Section 19 - Lot 1, 2, 3 and 4, E½W½, NE¼, N½SE¼
PARCEL 29: Section 20 - SW¼NE¼, NW¼, N½SW¼, W½SE¼, SE¼SE¼
PARCEL 30: Section 21 - S½SW¼, SW¼SE¼
PARCEL 31: Section 27 - W½SW¼, and that portion of SE¼SW¼ lying West and Northerly of O.C. & E. Railroad.
PARCEL 32: Section 28 - E½, NW¼, NE¼SW¼

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

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Exhibit "A"

The following described real property in Klamath County, Oregon:

Township 37 South, Range 10 East of the Willamette Meridian:

PARCEL 1:	Section 14 -	W½SW¼
PARCEL 2:	Section 15 -	S½N½, NE¼SE¼, NW¼NW¼
PARCEL 3:	Section 23 -	W½NE¼, SE¼NE¼, E½SE¼
PARCEL 4:	Section 24 -	SW¼SW¼
PARCEL 5:	Section 25 -	W½, W½SE¼
PARCEL 6:	Section 26 -	E½E½
PARCEL 7:	Section 33 -	E½, SW¼
PARCEL 8:	Section 34 -	W½, SE¼, S½NE¼, NW¼NE¼
PARCEL 9:	Section 35 -	NE¼NE¼
PARCEL 10:	Section 36 -	All

Township 38 South, Range 10 East of the Willamette Meridian:

PARCEL 11:	Section 3 -	S½, S½NW¼, Lots 3 and 4
PARCEL 12:	Section 4 -	Lots 1, 2, 3 and 4, S½N½, N½SE¼, NE¼SW¼
PARCEL 13:	Section 10 -	N½
PARCEL 14:	Section 11 -	N½, SE¼
PARCEL 15:	Section 12 -	NE¼, E½NW¼, S½
PARCEL 16:	Section 13 -	All
PARCEL 17:	Section 14 -	E½
PARCEL 18:	Section 23 -	NE¼, that portion of the SE¼ lying North-easterly of the Swan Lake Road.
PARCEL 19:	Section 24 -	All
PARCEL 20:	Section 25 -	NW¼. That part of W½ of SW¼ lying North and West of Lakeview Highway. N½ of NE¼ of SW¼
PARCEL 21:	Section 26 -	S½SE¼, and all that portion of NE¼ and NE¼SE¼ which lie Northerly and Easterly of Swan Lake Road.
PARCEL 22:	Section 35 -	N½NE¼.

Township 38 South, Range 11½ East of the Willamette Meridian:

PARCEL 23:	Section 6 -	Lots 4, 5, 6 and 7, E½SW¼, SW¼SE¼, SE¼NW¼
PARCEL 24:	Section 7 -	Lots 1, 2, 3, and 4, E½W½, E½
PARCEL 25:	Section 8 -	W½SW¼
PARCEL 26:	Section 17 -	W½
PARCEL 27:	Section 18 -	Lot 1, 2, 3 and 4, E½W½, E½
PARCEL 28:	Section 19 -	Lot 1, 2, 3 and 4, E½W½, NE¼, N½SE¼
PARCEL 29:	Section 20 -	SW¼NE¼, NW¼, N½SW¼, W½SE¼, SE¼SE¼
PARCEL 30:	Section 21 -	S½SW¼, SW¼SE¼
PARCEL 31:	Section 27 -	W½SW¼, and that portion of SE¼SW¼ lying West and Northerly of O.C. & E. Railroad.
PARCEL 32:	Section 28 -	E½, NW¼, NE¼SW¼
PARCEL 33:	Section 29 -	NE¼, E½SW¼, SE¼NW¼
PARCEL 34:	Section 30 -	Lots 3 and 4, E½SW¼, SW¼SE¼
PARCEL 35:	Section 31 -	NW¼NE¼, NE¼NW¼, and Lot 1, also all of SW¼NE¼ & SE¼NW¼ lying North of Klamath Falls-Lakeview Highway.
PARCEL 36:	Section 32 -	NE¼NW¼

Township 37 South, Range 11½ East of the Willamette Meridian:

PARCEL 37:	Section 32 -	W½SE¼

Together with all pumps, motors, and other irrigation equipment now or hereafter used with said property, which are hereby declared appurtenant thereto. 51

Initials: [illegible]

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 $ 325,000.00, with interest thereon from date at the rate of 7 % 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 February 1, 2004, 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 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, 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, of 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.

52

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.

this 27th day of JANUARY A. D. 19 69 at 4:30 o'clock P M., and

duly recorded in Vol. M-69, of MORTGAGES on Page 688

Wm D. MILNE, County Clerk

Fee $7.50

By Charlene K. Hartman

Deputy

54

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortgagee additional security for the indebtedness described herein, certain grazing leases, permits licenses and/or privileges, to-wit:

Public Domain lease covering 6,459.44 acres.

mortgagors covenant and agree that they are the lawful owners and holders thereof and tha they are free from encumbrance and have not been assigned; and mortgagors further cover and agree to procure renewals thereof upon or prior to their expiration date, to execute a instrument deemed by the mortgagee necessary to effect an assignment or waiver of such renewals to the mortgagee, and to pay all fees and charges, and to perform all acts and necessary to preserve and keep in good standing all of said leases, permits, licenses, and privileges, and all renewals thereof; and they will take no action which would adversel affect any of such rights or their preference status thereunder and that in the event of fo closure of this mortgage they will waive all claims for preference in any of such rights u demand from the purchaser of the mortgaged property at foreclosure sale, or any successo such purchaser; and further agree that the lands covered by said leases, permits, licens and/or privileges and renewals thereof, shall at all times be operated in conjunction wi lands hereby mortgaged, and that neither shall be transferred to any other person separa from the other. Any leases, permits, licenses and/or privileges which the mortgagor, w the consent of the mortgagee, shall substitute for those hereinabove mentioned, shall be subject to the provision hereof. For any breach by mortgagors of any covenant or agre in this paragraph contained, the mortgagee shall have the same rights and/or remedies are available to it for the breach of any other covenant or agreement of the mortgagors this mortgage contained, including but not limited to the right to declare the entire mo debt due and payable.

This rider is attached to and made a part of mortgage to the Federal Land Bank of Spok a corporation, executed by the undersigned, dated January 23

NEVIN CATTLE COMPANY

By Carrie Nevin
Vi

Attest: V. E. Nevin

Grazing Rider No. 1

Form FLB 559

53

uses and purposes therein mentioned, and each on oath stated that he was authorized ment and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my offici first above written.

Ruth E Roberts

My commission expires 4/1/1970

Notary Public for the State of

Residing at Klamath Falls,

meh

rwise, appurtenant or nonappurtenant to said mortgaged r renewed to them by the United States or the State or any be assigned or waived to mortgagee.

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formance of the covenants and agreements hereinafter con- ry note made by the mortgagors to the order of the mortgagee, ____, with interest thereon from date at the rate of —7—% paid, payable to the mortgagee at its office in the City of Spo- February 1, 2004 ____, unless matured sooner by extra t to interest, then to principal. All payments not made when num.

mple, have good right and lawful authority to convey and cumbrance; and each of the mortgagors will warrant and mands of all persons whomsoever, and this covenant shall with the land;

hereafter existing on said premises in good repair and not to any thereof; not to cut or permit the cutting of timber from ivate the premises in a good and husbandlike manner, using p the orchards on said land properly irrigated, cultivated, aste of any kind upon said premises; not to use or permit the ose; and to do all acts and things necessary to preserve all water ith said premises;

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hereunder, the mortgagee shall have the right forthwith to enter thereof, and collect the rents, issues and profits thereof, and apply ebtedness hereby secured, and the mortgagee shall have the right and profits of the mortgaged premises. The rents, issues and and mortgaged to the mortgagee as additional security for the

52

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.

It is agreed that if at any time, after the date of the execution of this mortgage, the delivery of water for the irrigation of said lands be discontinued in whole or in part under the provisions of the reclamation laws of the United States or of any contract made thereunder, all indebtedness secured by this mortgage shall at the option of the mortgagee become immediately due and payable.

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortgagee, as additional security for the indebtedness described herein, certain grazing leases, permits, licenses and/or privileges, to-wit:

Public Domain lease covering 6,459.44 acres.

mortgagors covenant and agree that they are the lawful owners and holders thereof and that they are free from encumbrance and have not been assigned; and mortgagors further covenant and agree to procure renewals thereof upon or prior to their expiration date, to execute any instrument deemed by the mortgagee necessary to effect an assignment or waiver of such renewals to the mortgagee, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of said leases, permits, licenses, and/or privileges, and all renewals thereof; and they will take no action which would adversely affect any of such rights or their preference status thereunder and that in the event of foreclosure of this mortgage they will waive all claims for preference in any of such rights upon demand from the purchaser of the mortgaged property at foreclosure sale, or any successor to such purchaser; and further agree that the lands covered by said leases, permits, licenses and/or privileges and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged, and that neither shall be transferred to any other person separately from the other. Any leases, permits, licenses and/or privileges which the mortgagor, with the consent of the mortgagee, shall substitute for those hereinabove mentioned, shall be subject to the provision hereof. For any breach by mortgagors of any covenant or agreement in this paragraph contained, the mortgagee shall have the same rights and/or remedies as are available to it for the breach of any other covenant or agreement of the mortgagors in this mortgage contained, including but not limited to the right to declare the entire mortgage debt due and payable.

This rider is attached to and made a part of mortgage to the Federal Land Bank of Spokane, a corporation, executed by the undersigned, dated January 23 1969.

NEVIN CATTLE COMPANY

By Carrie Nevin Vice President.

Attest: V. E. Nevin Secretary

53

Grazing Rider No. 1

Form FLB 559

uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ruth E Robertson

Notary Public for the State of Oregon

My commission expires 4/1/1970

Residing at Klamath Falls, Oregon

54

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ed or renewed to them by the United States or the State or any
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purpose; and to do all acts and things necessary to preserve all water
ction with said premises;

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to the mortgagee as additional security for the

52

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.

this 27th day of JANUARY A. D. 19 69 at 4:30 o'clock P. M., and

duly recorded in Vol. M-69 , of MORTGAGES on Page 688

Wm D. MILNE, County Clerk

Fee $7.50 By Charlene K. Horstman Deputy

54

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

V. E. Nevin	NEVIN CATTLE COMPANY
V. E. Nevin	By Carrie Nevin Vice-President
Carrie Nevin	Attest: V. E. Nevin Secretary
Carrie Nevin	

STATE OF Oregon
County of Klamath } ss.

On January 27, 1969, before me personally appeared

V. E. Nevin and Carrie Nevin

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

Ruth E. Robertson
NOTARY PUBLIC FOR OREGON
My commission expires 4/1/1970

COUNTY OF Klamath
STATE OF OREGON } ss.

On this 27th day of January A. D. 19 69 before me, a Notary Public in and for the above named County and State, personally appeared Carrie Nevin and V. E. Nevin to me known to be the Vice- President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ruth E. Robertson
Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon

My commission expires 4/1/1970

mn