

69-333 (2nd) VOL 269 PAGE 2021
FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 18th day
 of March, 1969,

Edith L. Matney, a widow,

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

Township 40 South, Range 10 East of the Willamette Meridian

Section 18: N¹/₂SE¹/₄ lying West of Merrill Highway, excepting the Southern
 Pacific Railway right of way

Section 19: E¹/₂SE¹/₄

Section 30: N¹/₂NE¹/₄

FLB
 LOAN

137963

Recorded

at

o'clock

Page

Auditor, Clerk or Recorder

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 mortgagees.

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 seats 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 heretofore 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 \$ 13,000.00, 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 March 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 demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain said 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 purposes; 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.

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.

STATE OF Oregon
County of Clatsop

On March 20, 1969, before me personally appeared

Edith L. Murray

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.

NOTARY PUBLIC
My Commission expires 4/1/1970

STATE OF _____ }
County of _____ }

On _____, before me personally appeared _____

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

NOTARY PUBLIC

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

villages and appurtenances, including private roads, now or hereafter premises; and all plumbing, lighting, heating, cooling, ventilation, scales and other fixtures, now or hereafter belonging to or used on the premises, are hereby declared to be appurtenant to said land; and together with the premises, and all ditches or other conduits, rights or appurtenances, now or hereafter, may be appurtenant to said premises or any part thereof, or

The performance of the covenants and agreements hereinafter commencing with the word "shall" shall be the obligation of the mortgagor, and the mortgagee shall not be bound to make any advance of money under the mortgage note made by the mortgagors to the order of the mortgagee, for the sum of \$10,000, with interest thereon from date at the rate of 7 % per annum, payable to the mortgagee at its office in the City of Spokane on March 1, 2004, unless matured sooner by extra payment of principal. All payments not made when due shall be in arrears, and interest shall be added to the principal from time to time, and the mortgagee shall have the right to foreclose on the property mortgaged.

to be simple, have good right and lawful authority to convey and encumbrance; and each of the mortgagors will warrant and demands of all persons whomsoever, and this covenant shall run with the land;

due; $\frac{1}{2}$ of the total value of the property is to be paid to the surviving spouse, and the other $\frac{1}{2}$ is to be paid to the children.

or hereafter existing on said premises in good repair and not to be cut or removed for any purpose; not to cut or permit the cutting of timber from said premises; to keep the premises in a good and husbandlike manner, using the same for the purpose of cultivating the same; to keep the orchards on said land properly irrigated, cultivated, and free from any waste of any kind upon said premises; not to use or permit the use of any kind of machinery or equipment for any purpose; and to do all acts and things necessary to preserve all water on said premises;

charges upon said premises and to deliver to the mortgagee proper
prior to the lien of this mortgage to exist at any time against

By fire and such other risks in manner and form and in such conformity to the mortgagee; to pay all premiums and charges on all such request all insurance policies affecting the mortgaged premises, as affecting said policies; and that all insurance whatsoever affecting loss, to the mortgagee, with a mortgagee clause in favor of and entitled to receive the proceeds of any loss under any such policy, to the Farm Credit Administration for reconstruction of the buildings upon the indebtedness hereby secured in such manner as it shall elect.

er right of eminent domain, the mortgagee shall be entitled at
en and damages to the remaining portion, to be applied by the
h manner as it shall elect.

any of the covenants or agreements herein contained, then the indebtedness hereby secured due and payable or not, may, at its option, be paid by the mortgagee in so doing shall draw interest at the rate of _____% per annum, payable by the mortgagors without demand, and, together with principal, as aforesaid, shall constitute the debt secured by this mortgage.

case of breach of any of the covenants or agreements hereof, or by secured, or if the whole or any portion of said loan shall be original application therefor except, by the written permission of [redacted] shall be hereafter included in any special assessment district, then, in the election of the mortgagee, become immediately due without [redacted] of the mortgagee to exercise such option in any one or more [redacted] of the right to exercise such option upon or during the [redacted]

collect any charge growing out of the debt hereby secured, or any
 execute or defend to effect or protect the lien hereof, the mortgagors
 its and legal expenses in connection with said suit, and further agree
 factoring or insuring the title, and such sums shall be secured hereby

hereunder, the mortgagee shall have the right forthwith to enter upon and enjoy the premises, to receive the rents, issues and profits thereof, and collect the rents, issues and profits thereof, and apply the same to the satisfaction of the indebtedness hereby secured, and the mortgagee shall have the right to sell the premises, together with the rents, issues and profits of the mortgaged premises. The rents, issues and profits of the premises shall be and are hereby assigned, sold, conveyed and mortgaged to the mortgagee as additional security for the

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.

STATE OF Oregon
County of Klamath } ss.

On March 20, 1969, before me personally appeared

Edith L. Matney

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. *D.H.B.P.*

NOTARY PUBLIC
My Commission expires 4/1/1970

STATE OF _____ } SS
County of _____ }

On _____, before me personally appeared

to me
(they)

acknowledged that (he) (she)

STATE OF OREGON; COUNTY OF KLAMATH; ss.
TRANSAMERICA TITLE

Filed for record at request of TRANSAMERICA LIFE
this 21st day of MARCH, A. D. 1962 at 11:17 o'clock A.M., and
duly recorded in Vol. M-69 of MORTGAGES on Page 2021
Wm D. MILNE, County Clerk

FEE \$ 4.50

By Charles K. Christman
Deputy

2023