

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 26th day  
of June, 1969,

George A. Anderson, also known as George Arnold

Anderson, and Sonja Ann Anderson, 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, Wash-  
ington, 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 two pages  
marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 2

EXHIBIT "A"

## PARCEL

- 1 IN TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN:  
SECTION 9: SE $\frac{1}{4}$  or Lots 17, 18, 23, 24, 25, 26, 31 and 32.  
SECTION 10: Lots 25, 26, 31 and 32.  
SECTION 11: Lots 19, 20, 21 and 22.  
SECTION 15: Lots 17 and 24.
- 2 IN TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN:  
SECTION 15: NW $\frac{1}{4}$  or Lots 3, 4, 5, 6, 11, 12, 13 and 14.
- 3 IN TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN:  
SECTION 11: SE $\frac{1}{4}$ , also known as Lots 17, 18, 23, 24, 25, 26, 31 and 32.
- 4 IN TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN:  
SECTION 11: NW $\frac{1}{4}$ , also known as Lots 3, 4, 5, 6, 11, 12, 13 and 14.
- 5 All of Lots 19, 20, 22 and parts of Lots 21, 27, 28, 29 and 30, in  
Section 14, Township 36 South, Range 12 East of the Willamette  
Meridian, as follows: 9  
Beginning at the Northwest corner of said Lot 20; thence

FLB  
LOAN 138463

Recorded \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_  
\_\_\_\_\_, Page \_\_\_\_\_

Auditor, Clerk or Recorder

69-862 1st



Beginning at the Northwest corner of said Lot 20; thence

5932

South along the West line of said Lot 20 and 21 a distance of 700 feet, more or less, to the intersection of the Westerly extension of the North line of a tract conveyed to Clyde Peck by Deed recorded in Book 363, page 563, with the West line of said Lot 21; thence

East along the North line of said Peck tract a distance of 239 feet to the Northeast corner thereof; thence

South along the East line of said Peck tract and the Southerly extension thereof, a distance of 627 feet to the Southeast corner of a tract conveyed to Faydrex Incorporated, by deed in M-67 at page 700; thence

West along the South line of said tract a distance of 41 feet to the Northeast corner of a tract conveyed by deed recorded in Book 262 at page 229; thence

South along the East line of said tract and the Southerly extension thereof, a distance of 502.2 feet, more or less, to its intersection with the Westerly extension of the North line of a tract conveyed to Faydrex Incorporated by deed in M-67 at page 702, and the East line of a tract described by deed recorded in Book 163 at page 449; thence

East along said extended Faydrex line and the North line thereof, a distance of 280 feet to the Northeast corner thereof; thence

South along the East line of said Faydrex tract and South along the East line of a tract conveyed by deed recorded in Book 242 at page 377, a distance of 417 feet, more or less, to its intersection with the North line of a tract conveyed by deed recorded in Book 335 at page 590; thence

Initials

*[Handwritten initials]* 10



EXHIBIT

East along the North line of said tract a distance of 124.75 feet to the northeast corner thereof; thence

South along the East line of said tract a distance of 208.75 feet to the North line of a tract conveyed by deed recorded in Book 335 at page 57; thence

5933

East along the North line thereof a distance of 285.25 feet to the West line of a tract conveyed by deed recorded in Book 218 at page 460; thence

North along the West line thereof, a distance of 77 feet to the Northwest corner thereof; thence

East along the North line thereof a distance of 14.2 feet to the Southwest corner of a tract conveyed by deed recorded in Book 227 at page 113; thence

North along the West line of said tract a distance of 418 feet to the Northwest corner thereof; thence

East along the North line thereof, a distance of 239.3 feet to its intersection with the West line of a tract conveyed by deed recorded in Book 338 at page 476; thence

North along the West line of said tract a distance of 207 feet to the Northwest corner thereof; thence

East along the North line of said tract a distance of 178.7 feet to the Northeast corner thereof; thence

South along the East line of said tract a distance of 625 feet to the North line of a tract conveyed by deed recorded in Book 344 at page 385, said point being 239 feet North of the South line of said Lot 30; thence

East parallel to the South line of said Lot 30 a distance of 880 feet, more or less, to the Southwest corner of a tract conveyed by deed recorded in Book 343, page 123; thence

North along the West line of said tract a distance of 418 feet to the South line of a tract conveyed by deed recorded in Book 135 at page 608; thence

West along the South line of said tract a distance of 22 feet to the Southwest corner thereof; thence

North along the West line of said tract a distance of 470 feet to the Northwest corner thereof; thence

East along the North line of said tract 470 feet to the East line of said Lot 27; thence

North along the East line of said Lots 27, 22 and 19, to the Northeast corner of said Lot 19; thence

West along the North line of Lots 19 and 20 to the point of beginning.

Initials: SP SAA



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 \$ 22,000.00, with interest thereon from date at the rate of 7 1/2 % 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, 1989, 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 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, 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 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

George A. Anderson  
Sonja Ann Anderson

STATE OF Ore  
County of Klamath ss.

On July 1, 1969, before me personally

George A. Anderson, also known as George Arnold Anderson, and

Sonja Ann Anderson,

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

Byron S. Williams  
NOTARY PUBLIC  
My commission expires Dec 15

STATE OF \_\_\_\_\_ ss.  
County of \_\_\_\_\_

to me known to be the person(s) described in and (they) executed the same as (his) (her) (their)

STATE OF OREGON, COUNTY OF KLAMATH, ss.  
Filed for record at request of Transamerica Title  
this 8th day of July, A.D. 1969  
duly recorded in Vol. M-69, of Mortgages

Fee \$7.50 17 B. Charles



appurtenant or nonappurtenant to said mortgaged property, or to them by the United States or the State or any other person, or waived to mortgagee.

tenances, including private roads, now or here-  
and all plumbing, lighting, heating, cooling, venti-  
lating fixtures, now or hereafter belonging to or used  
intended to be appurtenant to said land; and together  
with, and all ditches or other conduits, rights  
appurtenant to said premises or any part thereof, or

the covenants and agreements hereinafter contained by the mortgagors to the order of the mortgagee, interest thereon from date at the rate of 7 1/2 % to the mortgagee at its office in the City of Springfield, 1989 \_\_\_\_\_, unless matured sooner by extra payment then to principal. All payments not made when

good right and lawful authority to convey and  
and each of the mortgagors will warrant and  
persons whomsoever, and this covenant shall  
and;

...ing on said premises in good repair and not to  
not to cut or permit the cutting of timber from  
raises in a good and husbandlike manner, using  
ds on said land properly irrigated, cultivated,  
and upon said premises; not to use or permit the  
all acts and things necessary to preserve all water  
ses;

premises and to deliver to the mortgagee proper notice of this mortgage to exist at any time against

ther risks in manner and form and in such com-  
age; to pay all premiums and charges on all such  
ance policies affecting the mortgaged premises,  
olicies; and that all insurance whatsoever affect-  
mortgagee, with a mortgagee clause in favor of and  
e proceeds of any loss under any such policy.  
ministration for reconstruction of the buildings  
ess hereby secured in such manner as it shall elect.

ent domain, the mortgagee shall be entitled at any time to the remaining portion, to be applied by the court as it shall elect.

ants or agreements herein contained, then the  
red due and payable or not) may, at its option,  
mortgagee in so doing shall draw interest at the  
mortgagors without demand, and, together with

any of the covenants or agreements hereof, or the whole or any portion of said loan shall be in default hereunder except, by the written permission of the Board of Directors of the City of Chicago, included in any special assessment district, then, in the event of default, the mortgage, become immediately due without the necessity of any action on the part of the City of Chicago, and the City of Chicago shall have the right to exercise such option in any one or more of the following ways: (a) to exercise such option upon or during the term of the mortgage;

growing out of the debt hereby secured, or any effect or protect the lien hereof, the mortgagor agrees in connection with said suit, and further agrees to the title, and such sums shall be secured hereby

mortgagee shall have the right forthwith to enter upon and to collect the rents, issues and profits thereof, and apply the same to the payment of the principal and interest secured, and the mortgagee shall have the right to foreclose on the mortgaged premises. The rents, issues and profits shall be paid 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 Ore }  
County of Klamath } ss

On June 11, 1969, before me personally appeared

George A. Anderson, also known as George Arnold Anderson, and  
Sonja Ann Anderson,

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 Dec 13 1970

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

to me known to be the person(s) described in and (they) executed the same as (his) (her) (their) fr

STATE OF OREGON; COUNTY OF KLAMATH; ss  
Filed for record at request of Transamerica Title Ins. Co.  
this 8th day of July, A.D. 1969 at 11:30 o'clock P.M., and  
duly recorded in Vol. M-69, of Mortgages on Page 593  
Transamerica Title Insurance Company, Klamath Falls, Oregon, County Clerk

Wm D. MILNE, County Clerk

Fee \$7.50 13 By Charles K. Vorstman  
Deputy