





34281

VOL. 67 PAGE 6767

68-931 (P.L.)

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 29th day  
of July, 1969,

Bonnie Jean Vowell and Herman Vowell, wife and husband,

FLB

LOAN 138655

Recorded Klamath County

at 11:10 o'clock A.M.

Mortgages, Page 6767

Auditor, Clerk or Recorder

Wm. D. Milne County Clerk

Kazal Dragail  
By Deputy

Fee \$7.50

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 1 page  
marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 1

Exhibit "A"

PARCEL  
11/

1/2 SW 1/4 of Section 27, Township 39 South, Range 11 East of the  
Willamette Meridian.

3 1/2 of Section 28, Township 39 South, Range 11 E.W.M.

4 E 1/2, E 1/4 NW 1/4 and NW 1/4 NW 1/4 of Section 34, Township 39 South, Range 11 E.W.M.

5 All that portion of the NW 1/4 SE 1/4 of Section 32, which lies North and  
East of the Lost River, and all of the NE 1/4 SE 1/4 of Section 32, less  
5.7 acres deeded to the United States, except for that portion thereof  
deeded to Claude H. Brown and Eva M. Brown, husband and wife, by deed  
recorded December 23, 1946, in Deed Volume 200 at page 189, said  
parcel five above described being all the NE 1/4 SE 1/4 of Section 32, of  
Township 39 South, Range 12 E.W.M., lying North of Lost River. Ex-  
cepting therefrom tracts conveyed to the United States of America  
by Deed Books 61, page 283; 69, page 273; 61, page 336; and 63, page 451.

6 SW 1/4 NE 1/4 and all of SE 1/4 NW 1/4 except therefrom that portion on the West  
side of Lost River conveyed to F. D. Hitson, et ux, by Deed recorded  
in Volume 257 at page 377, in Section 32, Township 39 South, Range 1  
E.W.M.

N 1/2 SW 1/4 and that part of SW 1/4 SW 1/4 and that part of SE 1/4 SW 1/4 lying North of  
Lost River Channel in Section 33, Township 39 South, Range 12 E.W.M.  
excepting Deed Book M-66 at page 6374.

All of Section 3, Except for the E 1/2 SE 1/4, in Township 40 South,  
Range 12 E.W.M.

S 1/2 and S 1/2 NE 1/4 of Section 4, Township 40 South, Range 12 E.W.M.

E 1/2, N 1/2 NW 1/4, SE 1/4 NW 1/4 and NE 1/4 SW 1/4 of Section 9, Township 40 South,  
Range 12 E.W.M.

11 N 1/2 NW 1/4, SW 1/4 NW 1/4, NW 1/4 NE 1/4, S 1/2 NE 1/4 and E 1/2 SE 1/4 of Section 10, Township  
40 South, Range 12 E.W.M.

12 SW 1/4, SE 1/4 NW 1/4 (Lot 6), S 1/2 SE 1/4 (Lots 11 and 12) and NE 1/4 SE 1/4 (Lot 9)  
of Section 11, Township 40 South, Range 12 E.W.M.

13 Lots 2, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 (Being SE 1/4, N 1/2 SW 1/4,  
SE 1/4 SW 1/4, SW 1/4 NW 1/4, S 1/2 NE 1/4, NW 1/4 NW 1/4 and NW 1/4 NE 1/4) of Section 13, Township 40  
South, Range 12 E.W.M.

14 NE 1/4, NE 1/4 SE 1/4 and N 1/2 NW 1/4 of Section 14, Township 40 South, Range 12 E.W.M.

15 SW 1/4 SW 1/4, SW 1/4 NE 1/4 and SE 1/4 of Section 15, Township 40 South, Range 12

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Range 12 E.W.M.

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- 11 NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$  and E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 10, Township 40 South, Range 12 E.W.M.
- 12 SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  (Lot 6), S $\frac{1}{2}$ SE $\frac{1}{4}$  (Lots 11 and 12) and NE $\frac{1}{4}$ SE $\frac{1}{4}$  (Lot 9) of Section 11, Township 40 South, Range 12 E.W.M.
- 13 Lots 2, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 (Being SE $\frac{1}{4}$ , N $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 13, Township 40 South, Range 12 E.W.M.
- 14 NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  and N $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 14, Township 40 South, Range 12 E.W.M.
- 15 SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 15, Township 40 South, Range 12 E.W.M.
- 16 All of Section 16, Except for the NW $\frac{1}{4}$ NE $\frac{1}{4}$  in Township 40 South, Range 12 E.W.M.
- 17 S $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 17, Township 40 South, Range 12 E.W.M.
- 18 N $\frac{1}{4}$ NE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 21, Township 40 South, Range 12 E.W.M.
- 19 N $\frac{1}{4}$ N $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 22, Township 40 South, Range 12 E.W.M.
- 20 N $\frac{1}{4}$ N $\frac{1}{4}$  and SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 23, Township 40 South, Range 12 E.W.M.

Initials: *J. W. H.*



- 3 S $\frac{1}{2}$  of Section 28, Township 39 South, Range 11 E.W.M.
- 4 E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$  and NW $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 34, Township 39 South, Range 11 E.W.M.
- 5 All that portion of the NW $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 32, which lies North and East of the Lost River, and all of the NE $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 32, less 5.7 acres deeded to the United States, except for that portion thereof deeded to Claude H. Brown and Eva M. Brown, husband and wife, by deed recorded December 23, 1946, in Deed Volume 200 at page 189, said parcel five above described being all the the N $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 32, of Township 39 South, Range 12 E.W.M., lying North of Lost River. Excepting therefrom tracts conveyed to the United States of America by Deed Books 61, page 283; 69, page 273; 61, page 336; and 63, page 451.
- 6 SW $\frac{1}{2}$ NE $\frac{1}{2}$  and all of SE $\frac{1}{2}$ NW $\frac{1}{2}$  except therefrom that portion on the West side of Lost River conveyed to F. D. Hitson, et ux, by Deed recorded in Volume 257 at page 377, in Section 32, Township 39 South, Range 12 E.W.M.
- 7 N $\frac{1}{2}$ SW $\frac{1}{2}$  and that part of SW $\frac{1}{2}$ SW $\frac{1}{2}$  and that part of SE $\frac{1}{2}$ SW $\frac{1}{2}$  lying North of Lost River Channel in Section 33, Township 39 South, Range 12 E.W.M., excepting Deed Book M-66 at page 6374.

PARCEL

- 8 All of Section 3, Except for the E $\frac{1}{2}$ SE $\frac{1}{2}$ , in Township 40 South, Range 12 E.W.M.
- 9 S $\frac{1}{2}$  and S $\frac{1}{2}$ NE $\frac{1}{2}$  of Section 4, Township 40 South, Range 12 E.W.M.
- 10 E $\frac{1}{2}$ , N $\frac{1}{2}$ NW $\frac{1}{2}$ , SE $\frac{1}{2}$ NW $\frac{1}{2}$  and NE $\frac{1}{2}$ SW $\frac{1}{2}$  of Section 9, Township 40 South, Range 12 E.W.M.
- 11 N $\frac{1}{2}$ NW $\frac{1}{2}$ , SW $\frac{1}{2}$ NW $\frac{1}{2}$ , NW $\frac{1}{2}$ NE $\frac{1}{2}$ , S $\frac{1}{2}$ NE $\frac{1}{2}$  and E $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 10, Township 40 South, Range 12 E.W.M.
- 12 SW $\frac{1}{2}$ , SE $\frac{1}{2}$ NW $\frac{1}{2}$  (Lot 6), S $\frac{1}{2}$ SE $\frac{1}{2}$  (Lots 11 and 12) and NE $\frac{1}{2}$ SE $\frac{1}{2}$  (Lot 9) of Section 11, Township 40 South, Range 12 E.W.M.
- 13 Lots 2, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 (Being SE $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{2}$ , SE $\frac{1}{2}$ SW $\frac{1}{2}$ , SW $\frac{1}{2}$ NW $\frac{1}{2}$ , S $\frac{1}{2}$ NE $\frac{1}{2}$ , NW $\frac{1}{2}$ NW $\frac{1}{2}$  and NW $\frac{1}{2}$ NE $\frac{1}{2}$ ) of Section 13, Township 40 South, Range 12 E.W.M.
- 14 NE $\frac{1}{2}$ , NE $\frac{1}{2}$ SE $\frac{1}{2}$  and N $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 14, Township 40 South, Range 12 E.W.M.
- 15 SW $\frac{1}{2}$ SW $\frac{1}{2}$ , SW $\frac{1}{2}$ NE $\frac{1}{2}$  and SE $\frac{1}{2}$  of Section 15, Township 40 South, Range 12 E.W.M.
- 16 All of Section 16, Except for the NW $\frac{1}{2}$ NE $\frac{1}{2}$  in Township 40 South, Range 12 E.W.M.
- 17 S $\frac{1}{2}$ S $\frac{1}{2}$ , N $\frac{1}{2}$ SE $\frac{1}{2}$ , NE $\frac{1}{2}$ SW $\frac{1}{2}$  and SW $\frac{1}{2}$ NE $\frac{1}{2}$  of Section 17, Township 40 South, Range 12 E.W.M.
- 18 N $\frac{1}{2}$ NE $\frac{1}{2}$  and SE $\frac{1}{2}$ NE $\frac{1}{2}$  of Section 21, Township 40 South, Range 12 E.W.M.
- 19 N $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{2}$ NW $\frac{1}{2}$  and NW $\frac{1}{2}$ SW $\frac{1}{2}$  of Section 22, Township 40 South, Range 12 E.W.M.
- 20 N $\frac{1}{2}$ NW $\frac{1}{2}$  and SE $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 23, Township 40 South, Range 12 E.W.M.

Initials: J W X W



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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 \$ 92,000.00, with interest thereon from date at the rate of 8 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, 2005, 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 10 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 10 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 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.

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 3483.9 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 in good standing all of said leases, permits, licenses, and/or privileges, and renewals thereof; and they will take no action which would adversely affect any 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 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. All 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 July 29, 1969, 19  .

*Beynne Jean Howell*  
*Kernan Howell*

Grazing Rider No. 1

Form FJR 559

County of \_\_\_\_\_ )

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.

NOTARY PUBLIC

My Commission Expires \_\_\_\_\_



6770

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.

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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 3483.9 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 July 29, 1969, 19  .

*Beynne (can) Howell*  
*Herman Howell*

Grazing Rider No. 1

Form F.L.R. 559

County of                     

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                     

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

My Commission Expires \_\_\_\_\_