[illegible] 10461

Vol. [illegible] Page [illegible]

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this [illegible] day of December, 19[illegible] [illegible]

hereinafter called the MORTGAGORS, hereby grant, bargain, sell, convey and mortgage to

KLAMATH PRODUCTION CREDIT ASSOCIATION

a corporation organized and existing under the Farm Credit Act of the Congress of the United States, as amended, with its principal place of business in the City of Klamath Falls

State of Oregon, hereinafter called the MORTGAGEE, the following described real estate in the County of Klamath, State of Oregon, to-wit:

[illegible] Section [illegible] Section 10, Twp. [illegible] South, Range 1[illegible] E.W.M.

[illegible]

SUBJECT TO: [illegible]

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 promissory note(s) made by one or more of the Mortgagors (unless otherwise indicated) to the order of the Mortgagee, as follows:

MATURITY DATE	DATE OF NOTE	AMOUNT OF NOTE
December [illegible], 1970	December [illegible], 1969	$111,000.00
December 5, 1970	December 9, 1978	5,[illegible].00

This mortgage is intended to secure not only the note(s) hereinbefore specifically described, but also any outstanding balance of indebtedness, not exceeding $125,000.00 [illegible] plus interest from the date of such indebtedness at the current rate then existing on loans by mortgagee, due from Mortgagors to Mortgagee, or its assigns or successors, whether now existing or contracted for within a period of five(5) years from and after the date of filing of this mortgage; and this mortgage shall not be discharged nor shall its effectiveness as security for advances thereafter made be affected, by the fact that at certain times there may exist no indebtedness due from Mortgagors to Mortgagee, but the lien of this mortgage shall continue as security for any loans or advances made to Mortgagors by Mortgagee or its assigns, until it has been intentionally released.

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 encumbrances except as stated above; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; each of the Mortgagors stated above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be extinguished by any foreclosure hereof, but shall run with the land.

10467

To pay when due all debts and money secured hereby;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair [illegible]

To pay when due all taxes and assessments upon said premises [illegible]

To keep all buildings insured against loss or damage by fire [illegible]

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage;

Should the Mortgagors be in default [illegible] shall be secured by this mortgage.

Time is material and of the essence hereof [illegible]

In case of any suit to foreclose this mortgage [illegible]

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right [illegible]

All rights and remedies conferred on Mortgagee by this mortgage are cumulative [illegible]

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.

[illegible] (Seal) [illegible] (Seal)

[illegible] (Seal) [illegible] (Seal)

STATE OF OREGON, County of Klamath } ss.

Filed for record at request of:
Klamath Production Credit Assn.
on this 12th day of December A.D. 19 69
at 4:13 o'clock P M. and duly recorded in Vol. M 69 of Mortgages Page 10466.

WM. D. MILNE, County Clerk
By [signature] Deputy

Fee $4.00

ACKNOWLEDGMENT

STATE OF OREGON, County of Klamath } ss.

On the 9th day of December 1969 [illegible]

[illegible] Olivia L. Bonalla, Martha L. Bonalla, Donald V. Bonalla and Barbara J. Bonalla [illegible]

[illegible]

[signature]

[illegible] STATE

[illegible] Feb. 2, 1971

Ret. Klamath [illegible]