

70-774

42085

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 4th day of June, 1970,

Garret Dean Hilyard and Betty Jean Hilyard, 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 2 pages marked EXHIBIT "A" which are attached hereto and are by reference made a part hereof.

EXHIBIT "A"

Page 1 of 2

IN TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN:

PARCEL 1 A parcel of land situate in the SW $\frac{1}{4}$ of Section 7, Twp. 39 S., Rge. 10 East, W. M., more particularly described as follows:

Beginning at the intersection of a line 30 feet North of the South line of Section 7, said Township and Range, with the East right of way line of the Enterprise Irrigation Canal; thence

Northwesterly, Northerly and Northeasterly along said Enterprise Irrigation Canal right of way line to its intersection with the South right of way line of the Oregon California and Eastern Railway right of way; thence

Southeasterly along said railway right of way to the East line of said SW $\frac{1}{4}$ of Section 7; thence

South along the East line of said SW $\frac{1}{4}$ to a point 30 feet North of the South line of said Section 7; thence

running West on a line parallel to and 30 feet North of the South line of Section 7 to the point of beginning.

ALSO a portion of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Twp. 39 S., Rge. 10 East, W. M., more particularly described as follows:

Commencing at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7, Twp. 39 S., Rge. 10 E.W.M.; thence

East on the Section line 767.8 feet; thence

North and parallel with West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, 577.4 feet, more or less, to the intersection with the South line of the right of way of the O. C. & E. Railway Company; thence

Northwesterly following the said South line of the right of way of the O. C. & E. Railway Company, to its intersection with the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence

South on the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; 908 feet, more or less, to the point of beginning.

AND ALSO the E $\frac{1}{2}$ SE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPT the East 193 feet thereof, in Section 18, Township 39 South, Range 10 East of the Willamette Meridian.

Initials: *GDH* *BJH*

VOL. 70 PAGE 5133

FLB
LOAN 140917

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

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:

Township
Section

EXHIBIT "A"

5134

Page 2 of 2

PARCEL 2 A parcel of land situate in the NW $\frac{1}{4}$ of Section 19,
Twp. 39 S., Rge. 10 East, W.M., more particularly
described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ of Section 19, said
Twp. and Range; thence

North along the Section line to the Northwest corner of Section
19; thence

East to the United States Government Irrigation "A" Canal; thence

Southeasterly along said canal to the East line of said NW $\frac{1}{4}$; thence

South along the East line of the NW $\frac{1}{4}$ to the Southeast corner of
said NW $\frac{1}{4}$; thence

West to the place of beginning.

EXCEPTING AND RESERVING THEREFROM a parcel of land in the Southwest
corner of said premises as described in Deed Volume 129 at page 359,

ALSO EXCEPTING THEREFROM those portions lying within the limits of
the Klamath Falls-Merrill Highway and the Crystal Springs Road.

AND ALSO EXCEPTING THEREFROM those parcels recorded in Book 100 at
page 270 and Book 136 at page 149, Klamath County Deed Records.

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

Initials: W.H. B.H.

hereinafter called the Mon
to THE FEDERAL LAND
ington, hereinafter called
County of Klamath

Township

Section

5135

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 \$ 97,100.00, with interest as provided for in said note, being payable in instalments, the last of which being due and payable on the first day of June, 1990. 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.

5136

This mortgage and the note secured hereby are executed and delivered under and in accordance with the 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

STATE OF Oregon } ss.
County of Klamath

On June 10, 1970 before me personally

Garret Dean Hilyard and Betty Jean Hilyard,

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.

STATE OF _____ } ss.
County of _____

My Commission Expires 8/13/1970

On _____ before me personally

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Company

this 24th day of June A. D., 1970 at 8:50 o'clock A. M., and duly recorded

Vol. M70, of Mortgages on Page 5133

fee \$6.00

WM. D. MILNE, County Clerk
By Phyllis Rutledge

5136

tenant or nonappurtenant to said mortgaged premises by the United States or the State or any or waived to mortgagee.

tenances, including private roads, now or hereafter all plumbing, lighting, heating, cooling, ventilation fixtures, now or hereafter belonging to or used to be appurtenant to said land; and together evidenced, 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, with interest as provided for in said note, first day of June, 1990, 10 per cent per annum.

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

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

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

her risks in manner and form and in such compliance; to pay all premiums and charges on all such insurance policies affecting the mortgaged premises, and that all insurance whatsoever affecting the mortgagee, with a mortgagee clause in favor of and proceeds of any loss under any such policy, administration for reconstruction of the buildings hereby secured in such manner as it shall elect.

domain, the mortgagee shall be entitled at the remaining portion, to be applied by the elect.

nts or agreements herein contained, then the 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 therefor except, by the written permission of deed in any special assessment district, then, in mortgagee, become immediately due without to exercise such option in any one or more to exercise such option upon or during the

rowing out of the debt hereby secured, or any effect or protect the lien hereof, the mortgagors in connection with said suit, and further agree the title, and such sums shall be secured hereby

mortgagee shall have the right forthwith to enter the rents, issues and profits thereof, and apply secured, and the mortgagee shall have the right the mortgaged premises. The rents, issues and 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 } ss.
County of Klamath

On June 10, 1970, before me personally appeared

Garret Dean Hilyard and Betty Jean Hilyard,

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 8/13/1970

STATE OF _____ } ss.
County of _____

On _____, before me personally appeared

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Company

this 24th day of June, A. D., 1970, at 8:50 o'clock A M., and duly recorded in

Vol. M70, of Mortgages, on Page 5133

fee \$6.00

WM. D. MILNE, County Clerk

By Phyllis K. Lutz

FED

KNOW ALL
of _____

Edward J.

hereinafter called the M
to THE FEDERAL LAN
ington, hereinafter called
County of Klamath

Town

Section

JUN 24 8 50 AM 1970