

48352

VOL 1171 PAGE 586

JAN 28 10 37 AM 1971

## FARM MORTGAGE

This Indenture, made this 20th day of January, 1971, between

Robert R. Powell and Ruby G. Powell, husband and wife

herein-  
after called "Mortgagor", and UNITED CALIFORNIA BANK (a California corporation)

hereinafter called "Mortgagee";

## WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in

Klamath County, Oregon, to wit:

The following described real property in Klamath County, Oregon:

PARCEL 1: The SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 32.PARCEL 2: The NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the North 396 feet of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 32, except a strip of land 20 feet wide along the Westerly side thereof as described in Deed from Perrin G. Wilson et ux to Russell A. Webber et ux, dated February 3, 1948 and recorded in Book 218 at page 209, Deed Records of Klamath County, Oregon.PARCEL 3: All that portion of land lying West of the North and South Irrigation ditch running through the West side of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , being a strip of land 75 feet wide, more or less, along the West side of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  and being in Section 32.PARCEL 4: A tract of land lying in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 32, and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 33, more particularly described as follows: Beginning at a point 100 feet East of the Northwest corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32; thence East 1648 feet; thence South 549 feet; thence in a Westerly direction 1648 feet, more or less, to a point which is South 518 feet from the point of beginning; thence North 518 feet to the point of beginning.PARCEL 5: A one-half interest in the North and South Irrigation Ditch running through the West side of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, and the road which parallels the said ditch on the East side, being about 15 feet wide.

All parcels being in Township 40 South, Range 12 East of the Willamette Meridian.

Page 2 Policy No. P-5-67-206

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FORM

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FORM No. 900—Ore

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called/trustee,  
hereinafter called

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Section 32  
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PARCEL I: All that portion of the  $\frac{1}{2}$ SW $\frac{1}{4}$  lying South of the irrigation ditch which runs through the said forty in Section 33, Twp. 40 South, Range 12 East, W.M., SAVING AND EXCEPTING the potato cellar in the Southeast corner of said described tract, being a tract of land 36 feet North and South by 152 feet East and West; and EXCEPTING a right of way 16 feet wide to the Northwest corner of said potato cellar and along the North side of said cellar to the North and South road along the East side of said cellar for ingress and egress from other land as reserved by former owners; also

PARCEL II: That part of the  $\frac{1}{2}$ E $\frac{1}{2}$  of Section 32 and part of the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 33, Township 40 South, Range 12 East, W.M., described as beginning at the Southwest corner of the  $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 32, Twp. 40 S., Range 12 E., W.M., and running thence North along the forty line a distance of 1300 feet, more or less, to a point where the center line of the East-West canal of the Shasta View Irrigation District extended meets the forty line; thence East a distance of 65 feet, more or less, to a point on the West bank of said North-South canal of Shasta View Irrigation District; thence South along the West bank of said North-South Canal a distance of 10 feet to a point; thence Easterly following the South bank of said East-West Canal through the  $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 32, and the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Sec. 33, both in said Township 40 S., Range 12 E., W.M., to the Easterly line of the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 33; thence South along the Easterly line of the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 33 to the Township line; thence Westerly along the township line to the point of beginning, being in the  $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 32, and the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 33, Twp. 40 S., Range 12 E., W.M.; SAVING AND EXCEPTING a tract of land described as Beginning at an iron pin on the South section line which lies West 781.5 feet from the Southeast corner of the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 33, Twp. 40 S., Range 12 E., W.M., and running thence North a distance of 95 feet to an iron pin; thence North 50° 35' West a distance of 961 feet to an iron pin; thence South 33° 25' West a distance of 45 feet to an iron pin which lies on the East bank of the Shasta View Irrigation Canal; thence South 36° 25' East along the East bank of the above mentioned canal a distance of 200.0 feet to an iron pin; thence continuing along the East bank of the above mentioned canal South 30° 14' East a distance of 492.8 feet to an iron pin which lies on the Section line; thence East along the section line a distance of 460 feet, more or less, to the point of beginning, being in the  $\frac{1}{2}$ SW $\frac{1}{4}$  of Sec. 33, and in the  $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 32, both sections in Twp. 40 S., Range 12 E., W.M., said exception being for the West Reservoir.

PARCEL III: NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Tp. 40 S., Range 12 E., W.M.

PARCEL IV: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 4, Twp. 41 S., Range 12 East, W.M., lying North of the Main Canal (70 foot loft) of the said Shasta View Irrigation District.

the lawful claims and demands of all persons whomsoever.

N-130 US 3-63

FORM No. 900—Oregon

SK

THIS  
Successor  
called/trustee, and  
hereinafter called

RECITALS:

FORM No. 900—Oregon Trust Deed

SK

THIS INDENT  
Successor  
called/trustee, and  
hereinafter called the

RECITALS:

executed and delivered  
for the benefit of  
a certain trust deed dated  
the mortgage records of  
In and by said trust deed  
trustee to secure, among  
set forth in said trust deed  
trust deed as stated in  
sale hereinafter described

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PARCEL V: The NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Twp. 40 South, Range 12 E., W.M.

PARCEL VI: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Twp. 40 S., Range 12 E., W.M., lying North of the Main Canal (70 foot lift) of the Shasta View Irrigation District.

together with the tenements, hereditaments and appurtenances including, but not exclusively, all ways, waters and water rights, now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment, and fixtures now or hereafter situate on said premises or situate elsewhere, but used in the operation of said premises as are ever furnished by landlords in letting properties similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating, cultivating or irrigating and linoleum and other floor coverings attached to floors; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

N-130 UB 3-63



This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed, and to secure the payment of the sum of \$ 62,400.38 and interest thereon in accordance with the tenor of a certain promissory note executed by.....

Robert R. Powell and Ruby G. Powell

dated Jan. 20, 1971, payable to the order of the Mortgagee in installments not less than \$....., each, ..... interest, on demand day of each.....commencing Jan. 20, 1971, until demand, 19....., when the balance then remaining unpaid shall be paid.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That he will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that he will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.

5. That he will use the said land only for farming, that he will maintain and cultivate the same in a good and husbandlike manner, using approved methods of preventing soil erosion thereon and of preserving the fertility of the cultivated portions thereof; that he will keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; that he will not remove or demolish or permit the removal or demolition of any building or buildings or fences or other improvements now or hereafter existing on said premises; that he will not cut or remove or permit the cutting or removal of timber from said premises, except for domestic use thereon; that he will not use or permit the use of said premises for any unlawful or objectionable purpose; that he will do all acts and things necessary to protect from pollution any and all surface waters, seepage waters, wells, springs and streams now or hereafter upon or used for irrigation or domestic purposes upon the said premises.



6. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum and shall be secured hereby.

7. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

8. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership, but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

9. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, extend the time of payment, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

In Witness Whereof, the Mortgagor, ha.Y.R hereunto set their hands and seal, S. the day and year first hereinabove written.

Robert R. Powell (SEAL)

Ruby G. Powell (SEAL)

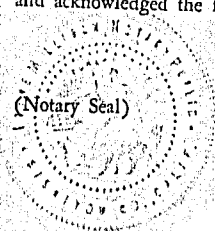
..... (SEAL)

..... (SEAL)

California  
STATE OF OREGON } ss.  
County of Siskiyou  
January 20 ..... A. D. 19 71

Personally appeared the above-named Robert R. Powell and Ruby G. Powell

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Irene Milligan  
Irene Milligan

Notary Public for Oregon in  
and for County of Siskiyou, State of California  
My Commission Expires: May 22, 1974

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hereinafter called

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sale hereinafter described.

By reason of said  
ficiary named in said  
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said trust deed by advertisement  
mortgage records of said  
which reference now is made

After the recording  
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last known addresses;  
notice of sale, all as provided  
trustee published a copy of  
said real property is in  
least twenty days prior to  
by one or more affidavits  
said county, said affidavits  
notice of sale, being not  
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Pursuant to said  
10:00 o'clock,  
the laws of the State of  
property in one parcel  
est and best bidder at  
NOW THEREFORE



When Recorded, Mail to

Branch  
UNITED CALIFORNIA BANK  
(a California corporation)

(Address of Branch)

591

FARM MORTGAGE

TO  
UNITED CALIFORNIA BANK  
(a California corporation)

STATE OF OREGON,  
County of Klamath,  
Filed for record at request of

United California Bank

on this 22 day of January A.D. 19 71

at 10:37 o'clock A.M. and duly

recorded in Vol. M71 of 388 Pages.

Page 586

Wm D. MILNE, County Clerk

By *Elizabeth J. Milne* Deputy

Fee \$9.00

280

FORM No. 900—Oregon Trust Deed

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