

49021

REAL ESTATE MORTGAGE

VOL. 71 PAGE 1405

KNOW ALL MEN BY THESE PRESENTS, That on this 12th day of February, 1971,

Donald E. McGhehey and Grace McGhehey, husband and wife

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

CENTRAL OREGON

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 Redmond

State of Oregon

hereinafter called the MORTGAGEE, the following described real estate in the

County of Klamath

State of Oregon

to-wit:

SEE EXHIBIT "A", ATTACHED.

EXHIBIT "A".

That Part of

Tract I: The W $\frac{1}{2}$ SE $\frac{1}{4}$  Section 14, Township 39 South, Range 8 East of the Willamette Meridian, lying north of the Klamath Falls to Ashland Highway, EXCEPT: that parcel of land in Section 14 and 23 described as follows: Beginning at the South quarter corner of Section 14, which is also common to North quarter corner of Section 23; thence north along the West line of Southeast quarter of Section 14 a distance of 523.0 feet to a 5/8" iron pin; thence South 38°25' East 759.7 feet to a 5/8" iron pin which is also on the Northerly right of way of Klamath Falls to Ashland Highway; thence South 55°14' west 574.65 feet along the Northerly right of way of Klamath Falls to Ashland Highway, to a 5/8" iron pin; thence North 400.00 feet along the West line of the Northeast quarter of Section 23 to the point of beginning.  
The E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 14, Township 39 South Range 8 East of the Willamette Meridian.

Tract II: The SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 14; NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 23, Township 39 South, Range 8 East of the Willamette Meridian. All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 23, Township 39 South, Range 8 East of the Willamette Meridian described as follows: Beginning at a point marked by an iron pin on the north line of the Klamath Falls-Ashland Highway and distant along said line of Highway 277.9 feet from the intersection of said line and the East line of said South-west quarter of Northwest quarter; thence continuing southwesterly along said north line of Highway a distance of 250 feet; thence North 35° West a distance of 400 feet to the true point of beginning of this description; thence continuing on said line North 35° West to the North line of said Southwest quarter of Northwest quarter of said Section 23; thence West on said North line to the Northwest corner of said Southwest quarter of Northwest quarter; thence South on the West line of said Southwest quarter of Northwest quarter to an intersection with a line running parallel to the North line of said Highway and distant therefrom 400 feet measured on a line running North 35° West at the Easterly end of above described tract and measured on a line running North 40° West at the westerly end of above described tract, being at all times approximately 400 feet from the north line of said Highway; thence northeasterly and parallel with North line of said Highway and distant therefrom, as stated above, approximately 400 feet to the point of beginning.

1406

together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and watering apparatus, now or hereafter belonging to, located on, or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits and rights of way thereof, appurtenant to said premises or used in connection therewith; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagors covenant that they will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that they will not sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

SUBJECT TO a first mortgage on Tract II to Robert Stanley McGhehey

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 |
|------------------|-------------------|----------------|
| November 5, 1971 | October 22, 1970  | \$117,658.00   |
| January 5, 1975  | February 15, 1971 | \$ 22,841.00   |

This mortgage is intended to secure not only the note(s) hereinbefore specifically described, but also any outstanding balance of indebtedness, not exceeding \$..... 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..... 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 except as 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;

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Rev.

FEB 17 11 43 AM 1971

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1407

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 and not to remove or demolish or permit the removal or demolition of any thereof; 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 and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which said insurance shall be made payable, in case of loss, to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee;

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 or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, 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, 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 of 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 the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be 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, except under circumstances where such taking is expressly prohibited by law, 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 and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted.

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.

*Donald E. McGhehey*  
Donald E. McGhehey

*Grace McGhehey*  
Grace McGhehey

X  
Grace McGhehey

(Leave this space blank for filing data)

STATE OF OREGON

County of Klamath

led for record at request of

TRANSAMERIT CA TITLE INSURANCE CO

THIS 17 day of FEBRUARY A.D. 19 71

11:14 o'clock A.M. and duly

Recorded in Vol. M 71 of MORTGAGES

Page 1405

Wm D. MILNE, County Clerk

By *Blair D. Dyer* Deputy

Fee \$1.50

Return to  
Mortgagee  
259 So. Seventh  
Redmond, Ore.  
97756

# ACKNOWLEDGMENT

State of Oregon ) ss:  
County of Deschutes )

On this 15th day of February, 1971, before me the undersigned notary, personally appeared the above named Donald E. McGhehey and Grace McGhehey, and acknowledged the foregoing instrument to be their voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Albert Campbell*  
Notary Public for State of Oregon

My Commission Expires 1-28-75

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FEB 17 11 41 AM 1971

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4

5