

28-250
FLB 206 (Rev. 12-69)

APR 19 4 11 PM 1971

50771

VOL 117 PAGE 3378

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 14th day
of April, 19 71,

Carson Merkley and Elizabeth M. Merkley, 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, 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 one page marked
Exhibit "A" which is attached hereto and is by reference made a part hereof.

FLB
LOAN 143109
Recorded _____
at _____ o'clock _____
Page _____
Auditor, Clerk or Recorder

STATE OF
Oregon
County of
Klamath
NOTARY PUBLIC
WARRANT

PARCEL 1:

3379

The following described real property in Klamath County, Oregon:
 Township 36 South, Range 14 East of the Willamette Meridian:

Section 19: N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$
 N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$
 S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$
 N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$
 S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$
 S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$
 S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$
 N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$
 S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$
 S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$
 N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$
 N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$

Section 28: E $\frac{1}{2}$ EXCEPTING: Beginning at the Northeast corner of Section 28; thence West on the North line of said Section 28, 160 rods to the Northwest corner of the Northeast quarter of Section 28; thence South on the West line of said Northeast quarter of Section 28, 120 feet; thence in a Northeasterly direction in a straight line to a point on the East line of said Section 28, 86 feet South of the place of beginning; thence North on the East line of said Section 28 to the place of beginning.

Section 30: W $\frac{1}{2}$ NE $\frac{1}{2}$
 E $\frac{1}{2}$ NW $\frac{1}{2}$
 Lots 1 and 2
 E $\frac{1}{2}$ SW $\frac{1}{2}$
 Lots 3 and 4
 S $\frac{1}{2}$ SE $\frac{1}{2}$
 NW $\frac{1}{2}$ SE $\frac{1}{2}$

Section 31: ALL

Township 37 South, Range 14 East of the Willamette Meridian:

Section 6: SE $\frac{1}{2}$ NE $\frac{1}{2}$
 Lots 1 and 2

PARCEL 2:

An easement over the SE $\frac{1}{2}$ of SE $\frac{1}{2}$ of Section 29, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, for using water from well located on said SE $\frac{1}{2}$ of SE $\frac{1}{2}$ and interests in said well and water all according to the terms and provisions of agreement recorded March 23, 1971 in M-71 at page 2372 Records Klamath County, Oregon.

Initials: DM CPM 45

STATE OF
 Personal
 (COURT SEALS)
 1011-110
 WARRANT

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 \$ 65,000.00, 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 January, 1991. 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.

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 written.

STATE OF Oregon
County of Klamath ss.

On April 19, 1971, before me personally appeared

Carson Merkley and Elizabeth M. Merkley,

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.

Bryan Williams
NOTARY PUBLIC

My Commission Expires 8/13/1974

STATE OF Oregon

STATE OF OREGON, COUNTY OF KLAMATH, ss.
Filed for record at request of Transamerica Title Co.
this 19th day of April A. D., 1971, at 4:11 o'clock P. M., and duly recorded in
Vol. M 71 of Mortgage on Page 3378

\$6.00

WM. D. MILNE, County Clerk
By Alvin C. Kasper

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.

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

ances, including private roads, now or hereafter plumbing, lighting, heating, cooling, ventilation, fixtures, now or hereafter belonging to or used to be appurtenant to said land; and together enclosed, and all ditches or other conduits, rights appurtenant to said premises or any part thereof, or

covenants and agreements hereinafter contained the mortgagors to the order of the mortgagee, with interest as provided for in said note, first day of January, 1991 per cent per annum.

right and lawful authority to convey and each of the mortgagors will warrant and defend the same to the heirs, executors, administrators, successors and assigns of the mortgagors whomsoever, and this covenant shall

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 said land properly irrigated, cultivated, and on said premises; not to use or permit the use of things necessary to preserve all water

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

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

remain, the mortgagee shall be entitled to the remaining portion, to be applied by the mortgagee.

or agreements herein contained, then the mortgagee (and payable or not) may, at its option, mortgagee in so doing shall draw interest at the rate of the mortgagors without demand, and, together with

of the covenants or agreements hereof, or whole or any portion of said loan shall be due except, by the written permission of the mortgagee in any special assessment district, then, in the event the mortgagee, become immediately due without exercise such option in any one or more exercise such option upon or during the

ing out of the debt hereby secured, or any other or protect the lien hereof, the mortgagors shall, in connection with said suit, and further agree to pay the same, and such sums shall be secured hereby

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

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 April 19, 1971, before me personally appeared

Carson Merkley and Elizabeth M. Merkley,

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.

Bryan Williams
NOTARY PUBLIC
My Commission Expires 8/13/1974

STATE OF _____)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 19th day of April A.D. 1971 at 4:11 o'clock P. M., and duly recorded in Vol. M 71 of Mortgage on Page 3378

\$6.00

WM. D. MILNE, County Clerk
By Alice C. Kuper

STATE OF OREGON
Permanently
CORRECTION
WARRANT