

Mortgagors convenant and agree:

(1) That the Mortgagee or its duly authorized agents shall at all times have the right to enter upon and inspect said lands.

(2) That the Mortgagors will, at Mortgagors' expense, (a) forever warrant and defend the title to said lands and the water rights thereto; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; (d) maintain fire insurance on the improvements, as required by Mortgagee;

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(3) Mortgagors will pay when due and payable, all obligations secured hereby, and by judgement or other liens, all national, state, county, city or other taxes, assessments, and charges now or hereafter levied or assessed against said property or against stock, contracts or rights pledged herein, and Mortgagors agree that Mortgagee may pay such taxes, assessments or liens without notice and that all sums so paid with interest at the same rate per annum as set forth in the note or notes herein described shall be immediately payable and a part of the debt secured hereby, and the Mortgagee shall be sole judge of the legality or validity of such taxes, assessments or liens;

(4) Should Mortgagor sell, convey, transfer, dispose of, or further encumber said property, or any part thereof, or any interest therein, or agree so to do, whether voluntarily or involuntarily, without the written consent of Mortgagee being first obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one transaction shall not waive the right to require consent to future or successive transactions.

(5) Mortgagee may (a) litigate any matters and appear in any condemnation or bankruptcy proceeding affecting the security or lien, any may incur necessary costs, expenses, and attorney fees therefor; (b) advance money for payment of such costs, expenses, and attorney fees, and for payment of all obligations herein incurred by Mortgagors, which advances, together with interest at the same rate per annum as set forth in the note or notes herein described, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall by paid by Mortgagee;

(6) Upon Mortgagors' default in payment of indebtedness secured hereby, or breach of any of the terms or covenants of this mortgage, Mortgagee may: (a) take possession of said premises with all rights of Mortgagee in possession, or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, foreclose this mortgage, have the power of sale exercised in accordance with law then in force and incur costs, expenses, and reasonable attorney's fee; (c) have the security sold either as a whole, or in parcels, as Mortgagee may elect;

(7) Acceptance by Mortgagee of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security, or any release from personal liability, shall not affect the personal liability of any person not specifically released, nor the lien hereof on the remainder of said premises for the balance of said indebtedness;

(8) Each Mortgagor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors and assigns of each Mortgagor.

Executed	<u>l. 20.</u>	, 19_7/
V		O'CONNOR LIVESTOCK COMPANY
 		By Composition Vice President
		By: John mo Conno
		- (John M. O'CONNOT. SECTEDALY FORM NO. 23 ACKNOWLEDGMENT SEVENDENESS LAW PUD. CO., PORTLAND, ORG.
STATE OF OREGON,	J	STEVENS-NESS LAW FOL. CONTEN
STATE OF ORLOOM,	∧ } ss.	
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County of NG-201		i
County of flamat		abul 1971
		20 day of and State personally appeared the within
BE IT REMEMBERED	D, That on this Notary Public in and	20 day of the 19.7 ! for said County and State, personally appeared the within
BE IT REMEMBERED	D, That on this Notary Public in and	20 day of April 19.7 / for said County and State, personally appeared the within
BE IT REMEMBEREI belore me, the undersigned, a l named Q a tree.	D, That on this Notary Public in and	0-7 Y. Jo. 71.17
BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and	seribed in and who executed the within instrument and
BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and Correction Vical individual 5 de	scribed in and who executed the within instrument and
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BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and Correction Vical individual 5 de	scribed in and who executed the within instrument and be same freely and voluntarily.
BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and Correction Vical individual 5 de	scribed in and who executed the within instrument and he same freely and voluntarily. NY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and Correction Vical individual 5 de	scribed in and who executed the within instrument and the same freely and voluntarily. NY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and Correction Vical individual 5 de	scribed in and who executed the within instrument and he same freely and voluntarily. NY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
BE IT REMEMBEREI before me, the undersigned, a l named Dance	D, That on this Notary Public in and Correction Vical individual 5 de	scribed in and who executed the within instrument and the same freely and voluntarily. NY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



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constitute(s) a part, of that certain mortgage of real property dated which mortgage was made by O'CONNOR LIVESTOCK COMPANY, An Oregon Corporation as Mortgagors, _ _ _ _ _ _ _ _ in favor of TRI-STATE LIVESTOCK CREDIT CORPORATION, as Mortgagee, covering Oregon real property in the County of <u>Klamath</u> State of and securing a promissory note in the sum of \$ 1.390.250.00and other obligations described in said mortgage, and is identified by the signatures of Mortgagors upon said Exhibit ______ and also by signatures of Mortgagors following this listing of the exhibit(s).

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O'CONNOR LIVESTOCK COMPANY Vice President Connor Daniel millomi. am BY John M. O'Connor, Secretary

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In Township 33 South, Range 14 East Willamette Meridian

SECTION 8: SECTION 17: SECTION 18: SECTION 20: SECTION 21: SECTION 27:	S4SEŁ. S4SEŁ. NWŁ; SWŁNEŁ; N4SEŁ; SEŁSEŁ; S4SWŁ. NEŁ; S4SEŁ. NWŁ; W4NEŁ; N4SWŁ; SWŁSWŁ; N4SEŁ; SEŁSEŁ. All. NŁNWŁ; SWŁNWŁ; SELNEŁ
SECTION 28:	SEZNEZ.

In Township 37 South, Range 9 East Willamette Meridian

SECTION 31: All of the NEX of SEX, and that portion of Lots 4 and 5, lying Southerly and Easterly of the County Road, formerly the Dalles-California Highway.

The SEL of SWL, and SL of SEL.

In Township 38 South, Range 8 East Willamette Meridian

SECTION 1: That portion of Lots 1 and 2 lying East of the State Highway, as described in Deed Volume 138, page 81, containing 11 acres, more or less, SAVING AND EXCEPTING therefrom any portion of Upper Lake Garden Tracts, as same is now platted that may lie in said Lot 2.

In Township 38 South, Range 9 East Willamette Meridian

SECTION 5: NEZSWZNWZ; SZSWZNWZ; NZNWZSWZ; SZSWZNWZSWZ; SEZNWZSWZ; and SWZSWZ; SECTION 6: NEZ; the NWZ; the NZSEZ; the SEZSEZ; the NEZSWZ; and that portion of Lot 1 lying Northeasterly of the County Road, formerly the Dalles-California Highway; SAVING AND EXCEPTING that portion conveyed C. W. Hurtgen by deed dated November 8, 1943, recorded December 20, 1943 in Vol. 160, page 527 of Deed records;

SECTION 8: Why of NWZ.

In Township 40 South, Range 9 East Willamette Meridian

SECTION 14: The SEX; and the SWX; All that portion of the NWXNWX lying Westerly of the County Road; The St of NWt, less portions thereof conveyed to the United States of America by deeds recorded on pages 184 of Vol. 99, and page 261 of Vol. 105 of Deeds.

The SEX; the N½ of SW2; all that portion of the NW2NW2 and the S½ NW more particularly described as follows: Beginning at the corner SECTION 15: of Sections 9, 10, 15 and 16 of said Township and Range; thence East 183 feet; thence S 38'43' W 25 feet; thence S 7'30' W 370 feet; thence S 20°00' W 385 feet; thence S 33°15' E 425 feet; thence S 12°00' E 435 feet; thence S 56°30' E 350 feet; thence S 43°20' E 290 feet; thence S 18° 30' E 300 feet; thence S 27°45' E 250 feet; thence S 80°00' E 190 feet; thence N 76°30' E 520 feet; thence S 76°00' E 345 feet; thence S 89°00' E 490 feet; thence S 65°30' E 30 feet; thence South to the Southeast corner of the SEt of NWt of said Section 15; thence West along the South line of said NW2 of Section 15 to the $\frac{1}{2}$ corner common to Sections 15 and 16; thence North along the Section line to the point of beginning.

W2 of NEZ; SEZNEZ; EZNWZ; SZ. SECTION 16:

- SECTION 22: E2 of NE2; NE2SE2; SECTION 23: E2 of NW2; NW2NW2; W2NE2; E2SW2; NW2SW2; and W2SE2.
- SECTION 25: SWENWE; WESWE.
- SECTION 26: Why of NEX; SELNEZ; Why of NWA; Sh.
- SECTION 27: Ny of NEY; SEXNEY; EY of SEX.

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In Township 40 South, Range 9 East Willamette Meridian Cont'd.

SECTION 34: All that portion of the NELNEL and Lot 2 lying Northeasterly of the Lower Lake Road as the same is now located and constructed, and containing 29.2 acres, more or less.

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SECTION 35: SW1 of NE1; NW1; NE1 of SW2; Lots 1 and 2; and the SE1; SAVING AND EXCEPTING all those portions of the SW2NW2, and NE2SW2, and Lots 1 and 2 lying Southwesterly of the Lower Lake Road, heretofore conveyed to John Liskey by deed recorded on page 19 of Vol. 153 of Deeds, and containing 34.5 acres, more of less.

SECTION 36: All.

In Township 40 South, Range 10 East Willamette Meridian

SECTION 31: Showy; and the Sh. SECTION 32: W2SW2.

In Township 41 South, Range 9 East Willamette Meridian

SECTION 1: The St of NEZ; SEZNWZ; NEZSWZ; the NEZNWZ and Lot 2, less 18.4 acres, more or less, in Lot 2 and 0.3 acres, more or less, in the NEZSWZ which lies southwesterly of the County Road along the Northeasterly border of the bed of Lower Klamath Lake. Why of SEL; and SELSEL; Why NW¹₂; NW¹₂ of SW¹₂; Lots 1, 3, 4 and 5; NE¹₂SE²₄; and N¹₂ of NE¹₂. NE¹₂ of NE¹₂; Lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, and SW¹₂ of SE¹₂; also a parcel of land situate in Lot 10, said Section 2 and being more SECTION 2: particularly described as follows: Beginning at an iron pipe marking the center $\frac{1}{2}$ corner of said Section 2 (which point of beginning is S 89°45 1/2' E 2644.8 feet distant from the U.S.G.L.O. brass cap marking the West 1/4 corner of said Section 2); thence S 89°45 1/2' E, along the East-West center Section line of said Section 2, a distance of 1008.4 feet to its intersection with the Meander line of 1872, which is also the Easterly boundary of Lot 10 of said Section 2; thence N 41°01 1/4' W along said Meander line a distance of 762.4 feet to a point; thence S 41°39 1/2' W 764.3 feet, more or less, to the point of beginning, containing 6.6 acres, more or less. SECTION 11: A11.

The NEZNEZ, less 0.4 acres, more or less, which lies Southwesterly of the Lower Lake Road as the same is now located and constructed. SECTION 12: Lots 1 and 2 and that portion of Lot 6 comprising the NW½NW½; the SW% of NW%; NW% of SW%; and SW% of SW%; SECTION 13: Lot 4; the SWENWE; the NWENWE.

In Township 41 South, Range 10 East Willamette Meridian

SECTION, 5: The W12 of W12.

- The N $\frac{1}{2}$, less that portion of the SW $\frac{1}{2}$ NW $\frac{1}{2}$ lying Southwesterly of the 6: All. SECTION 7:
- Lower Lake Road as the same is now located and constructed. SECTION All those portions of Lots 1, 2 and 3, the N2SE2 and the SE2SE2 lying Northeasterly of the Lower Lake Road as the same is now located and constructed. SECTION 8: The Why of NWhy.

SAVING AND EXCEPTING from the above described property the following portions

thereof:

1. Portion conveyed by John D. O'Connor, et al, to Murel Long by deed dated July 15, 1952, recorded August 12, 1952 on page 242 of Vol. 256 of Deeds, described as follows: Those portions of Lot 1, containing 19.6 acres, more or less, Lot 2, containing 44.7 acres, more or less, of Section 12, which lies Southwesterly of the center line of the County Road as the same is now located and constructed along the Northeasterly border of the now reclaimed and dried up bed of Lower Klamath Lake, situate in Klamath County, Oregon.

2. Portion conveyed by John D. O'Connor, et al, to John Liskey, et ux by deed

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dated December 29, 1942, recorded February 10, 1943 on page 19 of Vol. 153 of Deeds, more particularly described as follows: Also a piece or parcel of Lots 1, 2, 6, 7 and 8 of Section 2, Township 41, S.R. 9, E.W.M., Klamath County, Oregon, containing 33.5 acres, more or less, and more particularly described as follows: Beginning at the intersection of the Township line marking the Northerly boundary of said Section 2, with the Southwesterly boundary of the right of way of the Lower Lake County Road as the same is now located and constructed, said point of intersection being 241.9 feet, more or less, Westerly from the quarter Section corner on the Northerly boundary of said Section 2, and running thence, Westerly along said Township line 1103.5 feet, more or less, to its intersection with a line parallel with and 50.0 feet distant at right angles Northeasterly from the center line of the Klamath Drainage District Irrigation Canal, as same is now located and constructed; thence following said parallel line S $47^{\circ}07'$ E 1487.0 feet; thence S $49^{\circ}51'$ E 366.8 feet; thence S 54''52' E 120.5 feet; thence S 58''31' E 451.3 feet; thence leaving said parallel line N 51°38' E 591.2 feet, more or less, to a point in said Southwesterly boundary of the right of way of the Lower Lake Road; thence Northwesterly along said right of way boundary a distance of 1710.0 feet, more or less, to the point of beginning.

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3. Portion conveyed by John D. O'Connor, et al, to James O'Keefe, by deed dated December 29, 1942, recorded February 10, 1943 on page 23 of Vol. 153 of Deeds, more particularly described as follows: Also a piece or parcel of Lots 2, 3, 6 and 7 of Section 2, Twp. 41 S.R. 9, E.W.M., containing 7.4 acres, more or less, and more particularly described as follows: Commencing at the intersection of the Township line marking the Northerly boundary of said Section 2, with the Southwesterly boundary of the right of way of the Lower Lake County Road, as the same is now located and constructed, said point of intersection being 241.9 feet, more or less, Westerly from the quarter section corner on the Northerly line of said Section 2; and running thence, Westerly along said Township line 1103.5 feet, more or less, to its intersection with a line parallel with and 50.0 feet distant at right angles Northeasterly from the center line of the Klamath Drainage District Irrigation Canal as the same is now located and constructed; thence following said parallel line S 47°07' E 1487.0 feet; thence S 49°51' E 366.8 feet; thence S 54°52' E 120.5 feet; thence S 58°31' E 451.3 feet to the true point of beginning of this description; thence S 58 31' E., continuing along said parallel line, 527.6 feet; thence S 32° 34' E 243.6 feet; thence leaving said parallel line, N 51 38' E 434.1 feet, more or less, to a point in said line marking the Southwesterly boundary of the right of way of the Lower Lake Market Road; thence N 38°22' W along said right of way boundary, 737.7 feet; thence S 51°38' W 591.2 feet, more or less, to said true point of beginning of this description.

ALSO SAVING AND EXCEPTING from all of the above described property all portions thereof contained in roadways and rights-of-way for ditches, canals and laterals.

ALSO SAVING AND EXCEPTING those portions of Lots 1 and 2, Sec. 7, Twp. 41 S.R. 10, E.W.M., lying Southwesterly of the center line of the Lower Klamath Lake County Road as the same is now located and constructed across said Section 7, and containing 54.9 acres, more or less.

ALSO SAVING AND EXCEPTING a piece or parcel of land situate in Lots 6, 7 and 8, Section 2, Twp. 41 S.R. 9, E.W.M., being more particularly described as follows: Beginning at a point on the Meander line of 1872, from which the iron pipe marking the center one-quarter corner of Section 2 bears S 41° 39 1/2' W 764.3 feet distant (said center one quarter corner being S 89°45 1/2' E 2644.8 feet distant from the U.S.G.L.O. brass cap marking the West one-quarter corner of said Section 2;) thence N 41°39 1/2' E 345.9 feet to an iron pin on the Southerly bank of the Klamath Drainage District North Canal; thence continuing N. 41°39 1/2' E 59.8 feet to the center line of said North Canal as the same is presently located and constructed over and across said Section 2; thence following said center line of said North Canal N 58°31' W 812.1 feet; thence

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