

8174

tenant or nonappurtenant to said mortgaged
d to them by the United States or the State or any
ed or waived to mortgagee.

purtenances, including private roads, now or here-
and all plumbing, lighting, heating, cooling, venti-
other fixtures, now or hereafter belonging to or used
clared 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

of the covenants and agreements hereinafter con-
ade by the mortgagors to the order of the mortgagee,
_____, with interest as provided for in said note,
the first day of May, 1991
at 10 per cent per annum.

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

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

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

a other risks in manner and form and in such com-
mgagee; to pay all premiums and charges on all such
urance policies affecting the mortgaged premises,
d policies; and that all insurance whatsoever affect-
mortgagee, with a mortgagee clause in favor of and
the proceeds of any loss under any such policy,
Administration for reconstruction of the buildings
ness hereby secured in such manner as it shall elect.

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

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

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

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

the mortgagee shall have the right forthwith to enter
collect the rents, issues and profits thereof, and apply
by secured, and the mortgagee shall have the right
of the mortgaged premises. The rents, issues and
ed to the mortgagee as additional security for the

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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, administra-
tors, successors and assigns of the respective parties hereto.

It is agreed that this mortgage, without affecting the validity as a real estate mortgage,
is also executed and shall be construed as a "Security Agreement" under the Oregon
Uniform Commercial Code, granting to Mortgagee a security interest in all personal
property collateral described herein, and in addition to the rights and remedies pro-
vided herein, Mortgagee shall have all the rights and remedies granted by such Code;
and reasonable notice, when notice is requested, shall be five (5) days.

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 July 30, 1971, before me personally appeared

Mike Short and Bessie D. Short,

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 4/1/1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 3rd day of August A. D., 1971 at 4:20 o'clock P.M., and duly recorded in

Vol. M71, of Mtgs. on Page 8173

Fee \$4.50

WM. D. MILNE, County Clerk

By

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