

NOV 2 11 16 AM 1971

Vol. 111 Page 11436

57946 28-1649

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day  
of October, 1971,

FLB  
LOAN 145392Recorded  
at \_\_\_\_\_ o'clock  
Page \_\_\_\_\_

Auditor, Clerk or Recorder

Charles V. Shuck and Joanna M. Shuck, 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.

Page 1 of 1

Exhibit "A"

- ⑧ The NE¼ of SE¼ of Section 32 EXCEPTING THEREFROM that portion conveyed  
to Klamath County by Volume M-67 at page 2666, described as follows:

Beginning at the quarter corner common to Sections 32 and 33, Township  
40 South, Range 11 East of the Willamette Meridian; thence South 89°  
55'30" West along the East West center section line 1,309.1 feet to  
the East right of way line of the Dodds Hollow Road; thence South along  
the East right of way line 372.20 feet to the beginning curve of a  
curve which is the true point of beginning of this description; thence  
in a Northeasterly direction along the arc of a 5.13 degree curve to the  
right 256.44 feet; thence North 13°09'20" East 28.31 feet to the  
beginning curve of a curve to the left; thence along the arc of a 6.19  
degree curve to the left 92.26 feet to the intersection of the East  
West center section line of Section 32 of said Township and Range;  
thence South 89°55'20" West 52.07 feet along the East West center  
section line to the intersection with the East right of way line of  
said road; thence South along the East right of way line 372.20 feet  
to the point of beginning.

- ⑦ The West 560.7 feet of the NW¼ of SW¼ of Section 33.

The above described property all in Township 40 South, Range 11  
East of the Willamette Meridian.

EXCEPTING THEREFROM that portion deeded to Klamath County for road  
purposes by deed recorded April 14, 1967 in Volume M-67 at page 2666.

Initials

CVS JMS

FORM 1

1967

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hereby mortg  
inafter called  
or estate the

Beginning  
South 46  
14 2  
described  
West 189  
North 43  
Volume M  
to a point  
of Lot 13  
feet from  
East 90 f  
East 60 f

together with all  
which now are or  
the realty, to secure  
NINE THOUSAND

Dollars, bearing even  
on the 1st  
plus interest

and to secure the pay  
others having an inte  
ness is evidenced by  
any payment on one

The mortgagor con  
against loss by fire or  
with loss payable first  
mortgage. The mortga  
loss or damage to the  
and apply the proceeds  
of the mortgage in all  
policies.

The mortgagor fur  
repairs not altered, exte  
of construction or herea  
The mortgagor agrees to  
this mortgage or the note  
be adjudged to be prior to  
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all taxes, assessments and  
of the indebtedness secure  
are payable on account ex  
hereby pledged to mortga  
Should the mortgagor  
right or remedy herein giv  
interest in accordance with

In case of default in  
application for loan execu  
due without notice, and th

The mortgagor shall p  
protect the lien hereof or to  
searching records and obta  
action to foreclose this mort  
the appointment of a receiver

The mortgagor consents  
of said property.

Words used

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 \$ 9,000.00, 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, 2007. 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 provisions of the Farm Loan Act and acts amendatory thereof or supplementary thereto, and are subject to all the 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, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year

Charles V. Shuck  
Joanna M. Shuck

STATE OF Ore  
County of Klamath ss.

On Nov 1 1971, before me

Charles V. Shuck, Joanna M. Shuck

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged (they) executed the same as (his) (her) (their) free act and deed.

Bryan R. Miller  
NOTARY PUBLIC

My Commission Expires Aug

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 2nd day of November A. D., 1971 at 11:16 o'clock AM, and

Vol. M71, of Mtgs on Page 11436

Fee \$4/50

WM. D. MILNE, County  
By Cynthia Campbell  
My Commission Expires 1971

the appointment of a receiver  
The mortgagor consents  
of said property.  
Wards



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

improvements, including private roads, now or hereafter plumbing, lighting, heating, cooling, ventilation fixtures, now or hereafter belonging to or used declared 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-  
made by the mortgagors to the order of the mortgagee,  
\_\_\_\_\_, with interest as provided for in said note,  
the first day of January, 2007.  
at 10 per cent per annum.

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

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

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

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

eminent domain, the mortgagee shall be entitled at its option to pay the amount of the taxes and charges to the remaining portion, to be applied by the mortgagee as it shall elect.

covenants or agreements herein contained, then the mortgagee secured due and payable or not) may, at its option, by the mortgagee in so doing shall draw interest at the rate of \_\_\_\_\_ per annum by the mortgagors without demand, and, together with principal, shall be paid to the mortgagee.

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

pay charge growing out of the debt hereby secured, or any defend to effect or protect the lien hereof, the mortgagors legal expenses in connection with said suit, and further agree for insuring the title, and such sums shall be secured hereby

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

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.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

STATE OF Ore }  
County of Klamath } ss

Charles V. Shuck, Joanna M. Shuck

Charles V. Shuck, Joanna M. Shuck

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.

*Joanna M. Shuck*

NOTARY PUBLIC  
My Commission Expires Aug 13 1973

STATE OF OREGON; COUNTY OF KLAMATH; ss.

STATE OF OREGON; COUNTY OF Klamath  
 Filed for record at request of Transamerica Title Ins. Co.  
 this 2nd day of November A. D., 1971 at 11:16 o'clock AM, and duly recorded in  
 Vol. M71 of Mtgs on Page 11436  
WM. D. MILNE, County Clerk

Fee \$4/50

By WM. D. MILNE, County Clerk  
Cynthia A. [Signature]  
Commission Expires \_\_\_\_\_

FORM 100-1  
1967

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hereby mort  
inafter calle  
or estate th

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 North 43  
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 of Lot 1  
 feet from  
 East 90 f  
 East 60 f

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which now are or  
the realty, to secure  
**NINE THOUS**

Dollars, bearing interest  
on the 1st  
plus interest

and to secure the p  
others having an in  
ness is evidenced by  
any payment on one

The mortgagor or against loss by fire or with loss payable first mortgagee. The mortgage loss or damage to the and apply the proceeds of the mortgagor in all policies.

The mortgagee fur repair, not altered, of construction or hereto. The mortgagee agrees to this mortgage or the not be adjudged to be prior ance policy which may all taxes, assessments and of the indebtedness secured payable an amount hereby pledged to mortgage. Should the mortgagee right or remedy herein given interest in accordance with

In case of default in application for loan executed without notice, and t

The mortgagor shall protect the lien hereof or the searching records and abstract action to foreclose this mortgage the appointment of a receiver.

The mortgagor consents to the sale of said property.