

FEDERAL LAND BANK MORTGAGE

28-1644
 KNOW ALL MEN BY THESE PRESENTS, That on this 25th day
 of January, 1972,

JOSEPH W. SMITH and EVELYN C. SMITH, his wife;

FLB
 LOAN 202-275

Recorded _____
 at _____ o'clock _____
 _____ Page _____

Auditor, Clerk or Recorder

BERKELEY Berkeley, California

hereinafter called the Mortgagors, hereby grant/bargain, sell, convey and mortgage
 to THE FEDERAL LAND BANK OF ~~SPokane~~, a corporation in ~~Spokane, Wash~~
~~ing~~; hereinafter called the Mortgagee, the following described real estate in the
 County of Klamath, State of Oregon;

The Southeast quarter of the Southwest quarter, the South half of the Southeast quarter
 of Section 7; Government Lot 1 of Section 13; Governments Lots 3 and 4 of Section 17;
 and all Section 18, in Township 41 South, Range 8 East of the Willamette Meridian,
 Klamath County, Oregon.

2 .Containing 461 acres, more or less.

Subject to existing rights of way.

Government Lot 1 of Section 13 above should of read Government
 Lot 1 of Section 13, Township 41 South, Range 7 East of the
 Willamette Meridian.

This is being re-recorded to correct the legal description.

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 First
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together with

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 mortgagee, has
 scribed by the ha
 at Klamath Falls,

STATE OF OREGON
 County of Klamath

On this 3rd
 the said Van S. Mollison is the
 Federal Savings and Loan Associ
 that the seal affixed to said instrum
 and Van S. Mollison and sealed in
 of said Corporation.

NOTARY
 PUBLIC

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, ventilation, 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 \$ 4,100.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of August 1991.

MORTGAGORS COVENANT AND AGREE: to increase or decrease in accordance with Mortgagee's variable interest rate policy.

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 Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

~~This instrument is given and accepted upon the express provision that in the event hereinafter described property, or any part thereof, or any interest therein, is sold, conveyed, or alienated by the Mortgagor, or by operation of law or otherwise except by inheritance, all obligations secured by this instrument, irrespective of maturity dates expressed herein, at the option of the holder hereof, and without notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent agreement to sell, conveyance, or alienation. Subsequent acceptance of any payment under by Mortgagee shall not be deemed a waiver of any default by Mortgagor, or agreement to sell, conveyance, or alienation, regardless of Mortgagee's knowledge of default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.~~

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The covenants and agreements herein contained shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

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

Joseph W. Smith
Joseph W. Smith
Evelyn C. Smith
Evelyn C. Smith

STATE OF California } ss.
County of Siskiyou

Joseph W. Smith and Evelyn C. Smith

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

OFFICIAL SEAL
EVELYN R. STONE
NOTARY PUBLIC - California
PRINCIPAL OFFICE IN THE
COUNTY OF SISKIYOU
My Commission Expires Dec. 29, 1973

STATE OF California } ss.
County of Siskiyou

On Jan. 31, 1972, before me personally

My Commission Expires Dec 29, 1973

On Jan. 31, 1972, before me personally

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INSURANCE CO.

this 2nd day of FEBRUARY A. D., 1972 at 1:00 o'clock

Vol. M 72 of MORTGAGES on Page 1223

FEE \$ 6.00 INDEXED

D ✓ 11 17

WM. D. MITCHELL, County Clerk

By Hazel Dargatz

t or nonappurtenant to said mortgaged
by the United States or the State or any
ved to mortgagee.

es, including private roads, now or here-
lumbing, lighting, heating, cooling, venti-
res, now or hereafter, belonging to or used
be appurtenant to said land; and together
d, and all ditches or other conduits, rights
to said premises or any part thereof, or

venants and agreements hereinafter con-
mortgagors to the order of the mortgagee,
with interest as provided for in said note,
ay of August 1991.

ent per annum. Interest is subject
n accordance with Mortgagee's
lity.

at and lawful authority to convey and
n of the mortgagors will warrant and
s whomsoever, and this covenant shall

said premises in good repair and not to
ut or permit the cutting of timber from
a good and husbandlike manner, using
said land properly irrigated, cultivated,
said premises; not to use or permit the
and things necessary to preserve all water

and to deliver to the mortgagee proper
is mortgage to exist at any time against

ks in manner and form and in such com-
pay all premiums and charges on all such
olicies affecting the mortgaged premises,
and that all insurance whatsoever affect-
with a mortgagee clause in favor of and
eds of any loss under any such policy,
ation for reconstruction of the buildings
by secured in such manner as it shall elect.

ain, the mortgagee shall be entitled at
remaining portion, to be applied by the
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agreements herein contained, then the
e and payable or not) may, at its option,
gee in so doing shall draw interest at the
gors without demand, and, together with

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

ng out of the debt hereby secured, or any
or protect the lien hereof, the mortgagors
nnction with said suit, and further agree
le, and such sums shall be secured hereby

e shall have the right forthwith to enter
rents, issues and profits thereof, and apply
l, and the mortgagee shall have the right
rtgaged premises. The rents, issues and
mortgagee as additional security for the

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act
of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject
to all the terms, conditions and provisions thereof, which 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.~~

This instrument is given and accepted upon the express provision that in the event the
herein-described property, or any part thereof, or any interest therein, is sold, agreed to
be sold, conveyed, or alienated by the Mortgagor, or by operation of law or otherwise,
except by inheritance, all obligations secured by this instrument, irrespective of the
maturity dates expressed herein, at the option of the holder hereof, and without demand or
notice, shall immediately become due and payable. Failure to exercise such option shall
not constitute a waiver of the right to exercise this option in the event of subsequent sale,
agreement to sell, conveyance, or alienation. Subsequent acceptance of any payment here-
under by Mortgagee shall not be deemed a waiver of any default by Mortgagor, or any sale,
agreement to sell, conveyance, or alienation, regardless of Mortgagee's knowledge of such
default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of
such payment.

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.

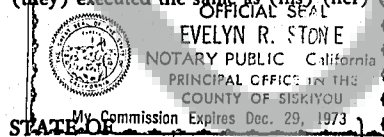
IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Joseph W. Smith
Joseph W. Smith
Evelyn C. Smith
Evelyn C. Smith

STATE OF California } ss.
County of Siskiyou

Joseph W. Smith and Evelyn C. Smith

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.



STATE OF Oregon } ss.
County of _____

On Jan. 31, 1972, before me personally appeared

Evelyn R. Stone
NOTARY PUBLIC

My Commission Expires Dec 29, 1973

On _____, before me personally appeared

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INSURANCE CO.
this 2nd day of FEBRUARY A. D., 1972 at 1:00 o'clock PM, and duly recorded in
Vol. M 72 of MORTGAGES on Page 1223

FEE \$ 6.00

INDEXED

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By WM. D. Miller County Clerk

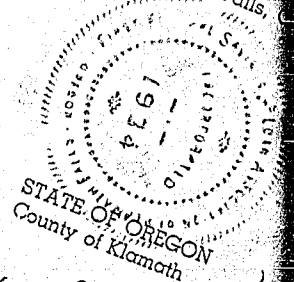
FEB 4 9 57 AM 1972

FEB 4 19 57 AM 1972

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First
record
book

together with

IN WIT
mortgagee, has
scribed by the ho
at Klamath Falls,



On this 3rd
the said Van S. Mollison is the
Federal Savings and Loan Associ
that the seal affixed to said instrum
and Van S. Mollison and sealed in
of said Corporation.



1284

STATE OF OREGON,
County of Klamath
Filed for record at request of

Transamerica Title Ins. Co.
on this 4th day of February A.D. 1972
at 9:36 o'clock A M, and duly
recorded in Vol. M72 of Mortgages
Page 1281
Wm D. MILNE, County Clerk
By [Signature] Deputy
Fee \$8.00

Siskiyou Title
P.O. Box 189
Yreka, Calif 96097

FEB 4 9 37 AM 1972

FEB 4 19 37 AM 1972
First
record
book

together with
IN WITNESS
mortgagee, has
scribed by the
at Klamath Falls,

STATE OF OREGON
County of Klamath

On this 3rd
the said Van S. Mollison is the
Federal Savings and Loan Association
that the seal affixed to said instrument
and Van S. Mollison and James D. B.
of said Corporation.

NOTARY
PUBLIC