

A-21741

FLB 666 (Rev. 12-71)

64254

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 26th day  
of April, 1972,

Joe L. Keller, Jr. and Rosie Keller, husband and wife.

Vol. 7 Page 5315FLB  
LOAN 147515Recorded \_\_\_\_\_  
at \_\_\_\_\_ o'clock  
\_\_\_\_\_, Page \_\_\_\_\_

Auditor, Clerk or Recorder

MAY 18 11 09 AM 1972

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.

## EXHIBIT "A"

## PARCEL ONE:

The East 660' of the following described tract of land:  
Beginning at the point where the East line of the Northwest Quarter of  
Section Twelve, Township Thirty-nine South, Range Nine East of the Willamette  
Meridian, intersects the southerly right of way line of the Oregon, California  
and Eastern Railroad, which point is marked by a fence corner, thence South  
0°22' East along the East line of said Northwest Quarter a distance of 504.7  
feet, more or less, to the fence line marking the South line of said Northwest  
Quarter, thence South 89°12' West along the South line of said Northwest Quarter  
a distance of 1150 feet, thence North 0°22' West 1012.6 feet, more or less, to  
the southerly right of way line of said O.C. & E. Railroad, thence South 66°54'  
East along said right of way line a distance of 1253.7 feet, more or less, to  
the point of beginning, being a portion of the Southeast Quarter of the  
Northwest Quarter of Section Twelve, Township Thirty-nine South, Range Nine  
East of the Willamette Meridian, containing 20 acres, more or less.

The West Half of the Northwest Quarter of the Southeast Quarter, and the  
West Half of the East Half of the Northwest Quarter of the Southeast Quarter  
of Section Twelve, Township Thirty-nine South, Range Nine East of the  
Willamette Meridian.

All that part of the Southwest Quarter of the Northeast Quarter of  
Section Twelve, Township Thirty-nine South, Range Nine East of the Willamette  
Meridian, lying Southwesterly of the Oregon, California and Eastern Railroad  
Company Right of Way.

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## PARCEL TWO:

The Southwest Quarter of the Southeast Quarter of Section 12, Township 39  
South, Range 9 East of the Willamette Meridian. Excepting therefrom the  
following described tract:

Beginning at a 5/8 inch iron pin on the intersection of the North  
Right-of-way line of Keller Road and the west line of the SW1/4 SE1/4  
of said Section 12, said point being N. 00°18' 19" W. a distance of 44.18  
feet from the south one-fourth corner of said Section 12; thence N. 00°18' 19"  
W. along the West line of the SW1/4 SE1/4 of said Section 12, 820.00 feet to  
a 5/8 inch iron pin; thence N. 89°41' 05" E. parallel with the south line of  
said Section 12, 574.91 feet to a 5/8 inch iron pin on the west right-of-way  
line of the Enterprise Irrigation District Canal; thence S. 25°30' 38" E.  
along said canal line 320.86 feet to a 5/8 inch iron pin; thence S. 28°35' 22" E.  
along said canal line 282.08 feet to a 5/8 inch iron pin; thence S. 15°27' 35" E.  
along said canal line 302.50 feet to a 5/8 inch iron pin on the north right-of-  
way line of the Keller Road; thence N. 89°38' 55" W. along the north right-of-  
way line of the Keller Road 924.35 feet to the point of beginning, ALSO the  
westerly twenty feet of the Enterprise Irrigation District canal right of way  
to the easterly boundary line of the above

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hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, 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.

EXHIBIT "A"

PARCEL ONE:

The East 660' of the following described tract of land:  
Beginning at the point where the East line of the Northwest Quarter of Section Twelve, Township Thirty-nine South, Range Nine East of the Willamette Meridian, intersects the southerly right of way line of the Oregon, California and Eastern Railroad, which point is marked by a fence corner, thence South 0°22' East along the East line of said Northwest Quarter a distance of 504.7 feet, more or less, to the fence line marking the South line of said Northwest Quarter, thence South 89°12' West along the South line of said Northwest Quarter a distance of 1150 feet, thence North 0°22' West 1012.6 feet, more or less, to the southerly right of way line of said O.C. & E. Railroad, thence South 66°54' East along said right of way line a distance of 1253.7 feet, more or less, to the point of beginning, being a portion of the Southeast Quarter of the Northwest Quarter of Section Twelve, Township Thirty-nine South, Range Nine East of the Willamette Meridian, containing 20 acres, more or less.

The West Half of the Northwest Quarter of the Southeast Quarter, and the West Half of the East Half of the Northwest Quarter of the Southeast Quarter of Section Twelve, Township Thirty-nine South, Range Nine East of the Willamette Meridian.

All that part of the Southwest Quarter of the Northeast Quarter of Section Twelve, Township Thirty-nine South, Range Nine East of the Willamette Meridian, lying Southwesterly of the Oregon, California and Eastern Railroad' Company Right of Way.

5316

PARCEL TWO:

The Southwest Quarter of the Southeast Quarter of Section 12, Township 39 South, Range 9 East of the Willamette Meridian. Excepting therefrom the following described tract:

Beginning at a 5/8 inch iron pin on the intersection of the North Right-of-way line of Keller Road and the west line of the SW1/4 SE1/4 of said Section 12, said point being N. 00°18' 19" W. a distance of 44.18 feet from the south one-fourth corner of said Section 12; thence N. 00°18' 19" W. along the West line of the SW1/4 SE1/4 of said Section 12, 820.00 feet to a 5/8 inch iron pin; thence N. 89°41' 05" E. parallel with the south line of said Section 12, 574.91 feet to a 5/8 inch iron pin on the west right-of-way line of the Enterprise Irrigation District Canal; thence S. 25°30' 38" E. along said canal line 320.86 feet to a 5/8 inch iron pin; thence S. 28°35' 22" E. along said canal line 282.08 feet to a 5/8 inch iron pin; thence S. 15°27' 35" E. along said canal line 302.50 feet to a 5/8 inch iron pin on the north right-of-way line of the Keller Road; thence N. 89°38' 55" W. along the north right-of-way line of the Keller Road 924.35 feet to the point of beginning, ALSO the westerly twenty feet of the Enterprise Irrigation District canal right of way which is easterly of and adjacent to the easterly boundary line of the above described property.

The above described tract of land contains 15 acres, more or less, including, the westerly twenty feet of the Enterprise Irrigation District canal right of way. Bearings are based on the west line of said Section 12 as being N. 00°12' 00" W. as shown on the "First Addition to Cypress Villa" subdivision plat.

Together with a 50 HP electric Century Motor, Serial No. 2J; a Berkeley centrifugal pump, Serial No. 6966644; or any replacement, thereof, which are hereby declared appurtenant thereto.

Initials JIK AK

K.C.



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 \$ 40,000.00, 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 February, 1992. 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 a  
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The covenants a  
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IN WITNESS

STATE OF \_\_\_\_\_ Or

County of \_\_\_\_\_ K1a

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STATE OF \_\_\_\_\_

Filed for rec

this \_\_\_\_\_ 18

Vol. \_\_\_\_\_ M72

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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.

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 May 8, 1972, before me personally appeared

Joe L. Keller, Jr. and Rosie Keller

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

4/1/1972

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title

this 18th day of May A. D., 1972 at 11:09 o'clock A. M., and duly recorded in  
Vol. M72, of Mortgages on Page 5315

Fee \$8.00

WM. D. MILNE, County Clerk

By

My Commission Expires