	FLB 666 (Rev. 1271) 313 Vol. 71 Page 8105	
	FEDERAL LAND BANK MORTGAGE  28 30 23  KNOW ALL MEN BY THESE PRESENTS, That on this	
	Charles D. Cheyne and Margaret Cheyne, 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, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Klamath State of Oregon :	
	Township 40 South, Range 9 East Willamette Meridian.	
T THE BOX	Section 10: E½NE¼, subject to rights of School District No. 25 to two acres in a square in the Northeast corner thereof granted for School Purposes by instrument recorded in Book 1 at page 451, Deed Records of Klamath County, Oregon.  Together with a 20 HP electric U.S.Motor, Serial No. 911400 with a centrifugal Byron Jackson pump, Serial No. 228466 and 740 feet of 6 inch, and 360 feet of 4 inch buried steel mainline, or any replacements thereof which are hereby declared appurtenant thereto.	
	declared appurtenant thereto.	

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.

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

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

It is agreed that if at any time, after the date of the execution of this mortgathe delivery of water for the irrigation of said lands be discontinued in whole of under the Provisions of the reclamation laws of the United States or of any contraction thereunder, all indebtedness secured by this mortgage shall at the option of the mortgagee become immediately due and payable.

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STATE OF Oregan ss.	0 /4/10
County of Cornath ss.	On July 2/, 1972, before me personally appe
Cha	rles D. Cheyne and Margaret Cheyne
to me known to be the person(s) described in and who executed (they) executed the same as (his) (her) (their) free are and de-	the foregoing instrument, and acknowledged that (he)
(they) executed the same as (his) (her) (their) free act and de-	ed. Suth C. Reliestson. NOTARY PUBLIC
Parameter and the second	NOTARY PUBLIC
	My Commission Expires 4-1-1974
STATE OF OREGON; COUNTY OF KLAMATH; 58.	dansa mayananga wa
Filed for record at request ofTRANSAMERICA_TI	TLE INS. CO
this 25th day of JULY A.D., 1972 at Vol. M.72 of MORTGAGES	3;43 P.
Vol. M. 72 of MORTGAGES on Po	ige 8105 M., and duly recorded in
FFE \$6.00	By Kanel Anne County Clerk
The state of the s	- Sanda - Land
eity PO Box 148	De facty

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

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

including private roads, now or herebing, lighting, heating, cooling, ventinow or hereafter belonging to or used appurtenant to said land; and together and all ditches or other conduits, rights said premises or any part thereof, or

per annum.

nd lawful authority to convey and the mortgagors will warrant and comsoever, and this covenant shall

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

to deliver to the mortgagee proper ortgage to exist at any time against

manner and form and in such comll premiums and charges on all such affecting the mortgaged premises, hat all insurance whatsoever affecta mortgagee clause in favor of and of any loss under any such policy, for reconstruction of the buildings ured in such manner as it shall elect.

the mortgagee shall be entitled at aing portion, to be applied by the

ements herein contained, then the payable or not) may, at its option, so doing shall draw interest at the ithout demand, and, together with

ovenants or agreements hereof, or any portion of said loan shall be cept, by the written permission of special assessment district, then, in become immediately due without such option in any one or more such option upon or during the

of the debt hereby secured, or any ect the lien hereof, the mortgagors on with said suit, and further agree such sums shall be secured hereby

have the right forthwith to enter sues and profits thereof, and apply the mortgagee shall have the right premises. The rents, issues and see 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 if 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.

It is agreed that if at any time, after the date of the execution of this mortgage, the delivery of water for the irrigation of said lands be discontinued in whole or in part under the Provisions of the reclamation laws of the United States or of any contract made thereunder, all indebtedness secured by this mortgage shall at the option of the mortgagee become immediately due and payable.

IN WITNESS WHEREOF, The mortg	gagors have hereunto set their hands the day and year first above written.
	Parle Q. Phone
	Margaret Cherne
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	217.00
STATE OF Oregan	0 (2)
County of Klarnath ss.	On July 1972, before me personally appeared
	Charles D. Cheyne and Margaret Cheyne
to me known to be the person(s) described in (they) executed the same as (his) (her) (their	and who executed the foregoing instrument, and acknowledged that (he) (she)  r) free act and deed.  NOTARY PUBLIC
	NOTARY PUBLIC
Marcon 1	My Commission Expires 4-1-1974
STATE OF OREGON; COUNTY OF K	I AMARU.
Filed for record at request of TRA	ANSAMERICA TITLE INS. CO
this 25th day of JULY	D., 1972 at 3:43 o'clock P.M., and duly recorded in
Vol. M. 72 , of MORTGAGES	o'clock M., and duly recorded in
FEE \$6.00	WM. D. MILNE, County Clark
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