

68375

Vol. ⁷✓ Page 10499

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 7th day
of September 7, 1972,

Albert W. Schmeck and Veda H. Schmeck, husband and wife

FLB
LOAN 148912-4

Recorded _____
at _____ o'clock
Page _____

Auditor, Clerk or Recorder

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:

Parcel 1:

Township 37 South, Range 9 East Willamette Meridian
Section 6: Government Lots 5, 6, and 7; the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$
lying West of the State Highway
Section 7: Lots 1, 2 and 3 and the E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 37 South, Range 8 East Willamette Meridian
Section 1: Lot 1
Section 12: Lots 1, 2 and 3

Parcel 2:

Township 37 South, Range 9 East Willamette Meridian
Section 18: Beginning at a point on the North right of way boundary of the Dalles-
California Highway, now a County road known as Algoma Road, which point
is North 56°50' East 460 feet from iron pin which is 1328 feet North
of Southwest corner of Section 18, Township 37 South, Range 9 East
Willamette Meridian. From point of beginning run North 10°25' West 82
feet; thence North 56°50' East 378 feet; thence South 10°25' East 82
feet to North boundary of Dalles-California Highway also known as Algoma
Road; thence South 56°50' West along said North boundary to the point
of beginning; being a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18

Together with a 7 $\frac{1}{2}$ H.P. G. E. motor serial no. 4824957; a 15 H.P. U.S. electric motor
serial No. 93512, a low head turbine pump serial no. unknown or any replacements thereof,
which are hereby 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.

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 \$ 160,000.00, 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 May, 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 Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration 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, successors and assigns of the respective parties hereto.

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

STATE OF Oregon } ss.
County of Klamath

Albert W. Schmeck and Vada H. Schmeck

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.

My Commission Expires 4/1/1997

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO
this 18th day of September A. D., 1972 at 10:56 o'clock A.M., and duly
Vol. M.72, of MORTGAGES on Page 10499

FFE \$6.00

WM. D. MILNE, County

2. appurtenant or nonappurtenant to said mortgaged premises, and whether the same were conveyed to them by the United States or the State or any other person, and whether the same were assigned or waived to mortgagee.

and appurtenances, including private roads, now or hereinafter; and all plumbing, lighting, heating, cooling, ventilation and other fixtures, now or hereafter belonging to or used by declared to be appurtenant to said land; and together with all and singular rights and appurtenances in anywise in any manner in anywise evidenced, and all ditches or other conduits, rights or appurtenances to said premises or any part thereof, or

_____ of the covenants and agreements hereinafter con-
 _____ note made by the mortgagors to the order of the mortgagee,
 _____ with interest as provided for in said note,
 _____ be on the first day of May, 2007
 _____ paid at 10 per cent per annum.

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

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

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

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

nt of eminent domain, the mortgagee shall be entitled at
damages to the remaining portion, to be applied by the
owner as it shall elect.

[illegible]

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

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

under, the mortgagee shall have the right forthwith to enter hereof, and collect the rents, issues and profits thereof, and apply the same to the payment of the principal and interest of the mortgage, and the mortgagee shall have the right to receive the rents, issues and profits of the mortgaged premises. The rents, issues and profits of the mortgaged premises shall be paid 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 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 } ss.
County of Klamath }

Albert W. Schmeck and Vada H. Schmeck

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. Ruth E. Robertson

On 9/14/1972, before me personally appeared

My Commission Expires 4/1/1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.

STATE OF OREGON; COUNTY OF CLATSOP; CLERK OF COURT

Filed for record at request of TRANSAMERICA TITLE INS. CO
this 18th day of September A.D., 1972 at 10:56 o'clock A M., and duly recorded in
Vol. M 72, of MORTGAGES on Page 10499

FEE \$6.00

WM. D. MILNE, County Clerk

By Hazel Dragil