

FEDERAL LAND BANK MORTGAGE

28-3767
 KNOW ALL MEN BY THESE PRESENTS, That on this 29th day
 of November, 1972,

Vol. 713 Page 14366

FLB
LOAN 149355-6

Recorded

o'clock

Page

Auditor, Clerk, or Recorder

V and W Ranch, a Co-Partnership composed of A. M. Warmer-

dam and John Van Ruiten; A. M. Warmerdam and Frances A.

Warmerdam, husband and wife; John Van Ruiten and Ann

Van Ruiten, 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 two pages
 marked EXHIBIT "A" which are attached hereto and are by reference made a part hereof.

Page 1 of 2

EXHIBIT "A"

Township 40 South, Range 8 East, Willamette Meridian

Parcel 1

Section 2: Government Lots 4 and 10

Parcel 2

Section 3: S $\frac{1}{2}$ S $\frac{1}{2}$

Parcel 3

Section 9: NE $\frac{1}{4}$; E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; the East 20 acres of Government Lot 12; E $\frac{1}{2}$ SE $\frac{1}{4}$;
 Government Lots 1, 2, 3, 8, 9, 10, and 11

Parcel 4

Section 10: NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Government Lots 8, 9, 10, 11, and 12;
 ALSO that part of Section 10 Beginning at a point at which the
 present boundary fence intersects the meander line run on the
 Easterly border of tule marsh on right or west bank of the
 Klamath River approximately North 14°5' East, 33.20 chains from
 the fractional section corner common to Sections 10 and 15 on
 said meander line; thence along the boundary fence North 14°30'
 East, 4.30 chains; thence North 29° East, 7.00 chains; thence
 North 26°15' East, 8.75 chains to said meander line; thence
 back along said meander line South 51°30' West, 1.00 chain;
 thence South 26°15' West, 8.00 chains; thence South 30°15' West,
 7.00 chains; thence South 6° West, 4.00 chains, more or less, to
 the point of beginning.

EXCEPTING from Lots 8 and 9 above, the following: Beginning at the
 fractional section corner common to Sections 10 and 15, 27.60
 chains East of the section corner common to Sections 9, 10, 15,
 and 16, same township and range; thence West 0.50 chain to the
 present boundary fence; thence following said fence North 52°35'
 East, 0.40 chain; thence North 14°30' East along said fence,
 32.80 chains, more or less, to the meander line run on the East
 boundary of the tule marsh on the right or West bank of the
 Klamath River; thence following said meander line South 6° West,
 14.00 chains; thence South 23°15' East, 7.00 chains; thence
 South 3°30' East, 8 chains; thence South 65°45' West, 10.45 chains
 to the point of beginning.

EXCEPTING from Lot 12 above, the following: Beginning at the frac-
 tional section corner between Sections 10 and 11, 6.38 chains
 South of the section corner common to Sections 2, 3, 10, and 11,
 same township and range; thence along the meander line South
 67°15' West, 19.80 chains, more or less, to the present boundary
 fence; thence North 63°30' East, 20.60 chains, more or less, to
 the section line between Sections 10 and 11; thence South 1°00'
 West along the section line, 1.55 chains to the point of beginning.

Initials: *and now also J.R.*

Parcel 5

Section 11: Government Lot 6, EXCEPTING the following: Beginning at the fractional section corner between Sections 10 and 11, 6.38 chains South of the section corner common to Sections 2, 3, 10, and 11, same township and range; thence North 55°15' East along the meander line, 9.07 chains to the present boundary fence; thence South 63°30' West, 8.60 chains along said fence to the section line; thence South 1° West, 1.55 chains to the point of beginning.

Parcel 6

Section 15: Lot 2; all that part of Lot 1 lying South of a line drawn East and West from a point 6.69 chains South of fractional section corner common to Sections 15 and 16.
Lot 19, EXCEPTING therefrom: Beginning at the fractional section corner common to Sections 10 and 15, 27.60 chains East of the corner common to Sections 9, 10, 15 and 16, same township and range; thence along the meander line South 46°30' West, 20.60 chains; thence South 61°15' West, 15.13 chains, more or less, to the boundary fence at the fractional section corner common to Sections 15 and 16; thence North 1° East, 0.25 chain to a fence corner; thence North 52°35' East, along said boundary fence, 34.80 chains, more or less, to the North section line of Section 15; thence East 50 links to the point of beginning.

Parcel 7

Section 16: Government Lots 7, 8, 9, 10, 15, 16, 17; SW¼NE¼ ✓

Initials *Amw JAW AWR JDR*

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 \$ 273,600.00, 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 November, 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 Farm Credit 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.

Should the interest of any of the parties to this mortgage be transferred by instrument of conveyance, or by operation of law, without the written consent of the mortgagee, then the mortgagee at its option may declare the entire indebtedness hereby forthwith due and payable. All sums remaining unpaid shall bear interest at the rate of 10% per annum from the date of such declaration.

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

A. M. Warmerdam
A. M. Warmerdam
Frances A. Warmerdam
Frances A. Warmerdam
John Van Ruiten
John Van Ruiten
Ann Van Ruiten
Ann Van Ruiten

V and W RANCH, A CO-PARTNERSHIP

By: A. M. Warmerdam
A. M. Warmerdam, P.
By: John Van Ruiten
John Van Ruiten, P.

STATE OF Oregon } ss.
County of Clatsop

On Dec 14, 1972, before me personally

A. M. Warmerdam, Frances A. Warmerdam, John Van Ruiten, and Ann Van Ruiten,

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

George L. Williams
NOTARY PUBLIC
My Commission Expires April 27, 1974

STATE OF _____ } ss.
County of _____

On _____, before me personally

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

NOTARY PUBLIC
My Commission Expires _____

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

ences, including private roads, now or hereafter plumbing, lighting, heating, cooling, ventilation fixtures, now or hereafter belonging to or used to be appurtenant to said land; and together with, and all ditches or other conduits, rights appurtenant to said premises or any part thereof, or

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

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

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

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

each 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,
dit Administration for reconstruction of the buildings
tedness hereby secured in such manner as it shall elect.

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

covenants or agreements herein contained, then the mortgagee may, at its option, draw interest at the rate of per annum on the principal amount of the loan by the mortgagors without demand, and, together with

each of any of the covenants or agreements hereof, or, 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 n 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

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

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

100

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.

The covenants and agreements herein contained shall bind the heirs, assigns and successors of the respective parties hereto.

Should the interest of any of the parties to this mortgage be transferred by voluntary instrument of conveyance, or by operation of law, without the written consent of the Mortgagee, then the Mortgagee at its option may declare the entire indebtedness secured hereby forthwith due and payable. All sums remaining unpaid shall bear interest at the rate of 10% per annum from the date of such declaration.

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


McKermerdam
A. M. Warmerdam
Francis A. Warmerdam
Francis A. Warmerdam
John van Ruiten
John Van Ruiten
Ann van Ruiten
Ann Van Ruiten

Y and W RANCH, A CO-PARTNERSHIP

By: *A. M. Warmerdam*
A. M. Warmerdam, Partner

By: *John Van Ruiten*
John Van Ruiten, Partner

STATE OF Oregon
County of Klamath } ss.

County of Alameda
A. M. Warmerdam, Frances A. Warmerdam, John Van Ruiten, and Ann Van Ruiten,
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

STATE OF _____ } ss.
County of _____ }

County of _____)
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
My Commission Expires _____

NOTARY PUBLIC

My Commission Expires _____

14369

14370

STATE OF OREGON

County of Klamath

ss.

On this 14th day of December, 19 72, before me appeared A. M. Warmerdam and John Van Ruiten, known to me to be the persons who executed the foregoing instrument on behalf of V and W RANCH, a Co-Partnership, and acknowledged to me that they are all of the members composing said firm, and that they executed the foregoing instrument as the free act and deed of said Partnership firm.

Before me:

[Signature]
Notary Public for the State of Oregon
residing at [Address]
My commission expires April 23, 1976

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO
this 14th day of December A. D. 1972 at 1 o'clock M., and
duly recorded in Vol. M 72, of MORTGAGES on Page 14366

FEE \$ 10.00

Wm D. MILNE, County Clerk

By Hazel Drazel

Federal ~~St~~ Land Bk.
W 705 1st Avenue
Spokane, Washington
99204