

71405
FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 6th day
of December, 1972,

Jerry V. Rajnus, also known as Jerry Rajnus and Helen

Marian Rajnus, also known as Helen Rajnus, 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 one page
marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

EXHIBIT "A"

14442

Township 41 South, Range 12 East of the Willamette Meridian:

Section 1: N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$

Section 2: SE $\frac{1}{4}$

Section 12: N $\frac{1}{2}$ NW $\frac{1}{4}$

Excepting therefrom: Beginning at a point on the North right of way
line of the County Road, which point lies 30 feet North and 40 feet
East of the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 41
South, Range 12 East of the Willamette Meridian and running thence:

Continuing East along the North right of way line of the said County
Road a distance of 505 feet; thence North, parallel to the West line of
Section 12 a distance of 147 feet; thence West parallel to the North
right of way line of the County Road a distance of 200 feet; thence North,
parallel to the West line of Section 12, a distance of 103 feet; thence
West parallel to the North right of way line of the County Road a dis-
tance of 305 feet to a point which lies 40 feet East of the West line of
Section 12; thence South, parallel to the West line of Section 12 and 40
feet Easterly at right angles therefrom a distance of 250 feet more or
less, to the point of beginning, said tract being in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of
Section 12, Township 41 South, Range 12 East of the Willamette Meridian.

Section 14: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 15: SE $\frac{1}{4}$ NE $\frac{1}{4}$, excepting the following described parcel of land:

Beginning at the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15; thence west
along the 40 line 1200 feet; thence Southeasterly along a Malin Irrig-
ation District Drain to the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence North a-
long the 40 line to the point of beginning.

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the "D" Canal, as follows:
A tract of land comprising 10 acres, more or less, located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 15, Township 41 South, Range 12 East of the Willamette Meridian
and more particularly described as follows: Beginning at the Northwest
corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 15, Township 41 South, Range 12
East of the Willamette Meridian; thence South on the 40 line to the
North right of way line of the "D" Canal of the U. S. Reclamation Service
as now located and constructed; thence following said North right of way
line of said "D" Canal in a Southeasterly direction to its intersection
with the East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 15; thence North on
the Section line to the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section
15; thence West on the East and West $\frac{1}{4}$ section line to the point of
beginning.

Vol. 1422 Page 14441

FLB
LOAN

148971-0

Recorded

at _____ o'clock

Page

Auditor, Clerk or Recorder

Marian Rajnus, also known as Helen Rajnus, husband

and wife

EC 13 3 14 14 1412

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"

14442

Township 41 South, Range 12 East of the Willamette Meridian:

Section 1: N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$

Section 2: SE $\frac{1}{4}$

Section 12: N $\frac{1}{2}$ NW $\frac{1}{4}$

Excepting therefrom: Beginning at a point on the North right of way line of the County Road, which point lies 30 feet North and 40 feet East of the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 41 South, Range 12 East of the Willamette Meridian and running thence:

Continuing East along the North right of way line of the said County Road a distance of 505 feet; thence North, parallel to the West line of Section 12 a distance of 147 feet; thence West parallel to the North right of way line of the County Road a distance of 200 feet; thence North, parallel to the West line of Section 12, a distance of 103 feet; thence West parallel to the North right of way line of the County Road a distance of 305 feet to a point which lies 40 feet East of the West line of Section 12; thence South, parallel to the West line of Section 12 and 40 feet Easterly at right angles therefrom a distance of 250 feet more or less, to the point of beginning, said tract being in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12, Township 41 South, Range 12 East of the Willamette Meridian.

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Beginning at the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15; thence west along the 40 line 1200 feet; thence Southeasterly along a Malin Irrigation District Drain to the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence North along the 40 line to the point of beginning.

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the "D" Canal, as follows: A tract of land comprising 10 acres, more or less, located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 15, Township 41 South, Range 12 East of the Willamette Meridian and more particularly described as follows: Beginning at the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 15, Township 41 South, Range 12 East of the Willamette Meridian; thence South on the 40 line to the North right of way line of the "D" Canal of the U. S. Reclamation Service as now located and constructed; thence following said North right of way line of said "D" Canal in a Southeasterly direction to its intersection with the East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 15; thence North on the Section line to the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 15; thence West on the East and West $\frac{1}{2}$ section line to the point of beginning.

Together with a 75 H.P. General Electric motor serial No. F143671, a General Electric 75 H. motor serial No. F343202, a 15 H.P. General Electric motor serial No. NUJ 120228, a turbine pump serial No. unknown, a turbine Verti Line pump serial No. 25219, a centrifugal Rain Flow pump serial No. 6532 or any replacements thereof which are hereby declared appurtenant thereto.

Initials: *James H. Rajnus* JHR

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 \$ 130,000.00, 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 June, 2008. 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 Administration Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and 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, and successors and assigns of the respective parties hereto.

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

STATE OF Oregon ss.
County of Klamath

On 12/15/72, before me personally

Jerry V. Rajnus, also known as Jerry Rajnus and Helen Marian Rajnus, also known as Helen Rajnus
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 April 27, 1973

On _____, before me personally

STATE OF _____ ss.
County of _____

STATE OF OREGON, COUNTY OF KLAMATH, ss.
Klamath County Title

Filed for record at request of _____
this 15th day of December, A. D., 1972, at 3:15 o'clock P.M., and duly recorded
Vol. M-72 of _____ Mortgages on Page 14441

Fee \$8.00

WM. D. MILNE, County Clerk

By Wazil D. Dwyer

12720
 otherwise, appurtenant or nonappurtenant to said mortgaged
 or renewed to them by the United States or the State or any
 be assigned or waived to mortgagee.

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

performance of the covenants and agreements hereinafter contained in the note made by the mortgagors to the order of the mortgagee, _____, with interest as provided for in said note, payable on the first day of June, 2008, until paid at 10 per cent per annum.

we, have good right and lawful authority to convey and
grantee; and each of the mortgagors will warrant and
defend the title to the land to the grantee and his heirs
and assigns of all persons whomsoever, and this covenant shall
run with the land;

water 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, of any kind upon said premises; not to use or permit the and to do all acts and things necessary to preserve all water said premises:

on 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 case the mortgagee; to pay all premiums and charges on all such all insurance policies affecting the mortgaged premises, ing 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.

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

the covenants or agreements herein contained, then the
debty secured due and payable (or not) may, at its option,
by the mortgagee in so doing shall draw interest at the
by the mortgagors without demand, and, together with

reach of any of the covenants or agreements hereof, 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 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

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

the mortgagee shall have the right forthwith to enter and collect the rents, issues and profits thereof, and apply hereby secured, and the mortgagee shall have the right to the mortgage premises. The rents, issues and profits 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
County of Clatsop } ss.

On 12/15/72, before me personally appeared

Jerry V. Rajnus, also known as Jerry Rajnus and Helen Marian Rajnus, also known as Helen Rajnus 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 _____ }
County of _____ } 25.

My Commission Expires April 24 1971

On _____, before me personally appeared _____

STATE OF OREGON, COUNTY OF KLAMATH, ss. Klamath County Title
Filed for record at request of _____
this 15th day of December A. D., 1972 at 3:15 o'clock P. M., and duly recorded in
Vol. M-72, of _____, on Page 14441

WM. D. MILNE, County Clerk

By Wazir Drazil