

72434

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 12th day  
of January, 19 73,

Frederick W. Hyde and Elizabeth H. Hyde, 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 three pages  
marked EXHIBIT "A" which are attached hereto and are by reference made a part hereof.

Page 1 of 3.

EXHIBIT "A"

PARCEL 1:

Township 40 South, Range 14 East of the Willamette Meridian

Section 17: W $\frac{1}{2}$ SW $\frac{1}{2}$ ;

Section 18: The portion of the E $\frac{1}{2}$ SE $\frac{1}{2}$  lying East of the County Road;

Section 19: The portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  and SE $\frac{1}{4}$ SE $\frac{1}{4}$  lying East of the  
County Road; EXCEPT that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  described in Deed  
Volume 282 at page 91, Records of Klamath County, Oregon;

Section 20: NW $\frac{1}{4}$ , SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{2}$  and that portion of the SW $\frac{1}{4}$ SW $\frac{1}{2}$   
lying Easterly and Northeasterly of the Langell Valley Market Road;  
EXCEPT that portion described in Deed Volume 282 at page 91, Records  
of Klamath County, Oregon.

Section 23: NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{2}$ , SW $\frac{1}{2}$ , EXCEPT that portion described in Deed  
Volume 275 at page 473, Records of Klamath County, Oregon;

Section 29: NE $\frac{1}{4}$ , NW $\frac{1}{4}$  lying Northeasterly of Langell Valley Market  
Road, EXCEPT that portion described in Deed Volume 282 at page 91,  
Records of Klamath County, Oregon; NE $\frac{1}{4}$ SW $\frac{1}{2}$  EXCEPT that portion described  
in Deed Volume 282 at page 91, Records of Klamath County, Oregon; SE $\frac{1}{4}$   
EXCEPT those portions described in Deed Volume 282 at page 91, Records  
of Klamath County, Oregon.

Section 32: NE $\frac{1}{4}$  EXCEPT that portion described in Deed Volume 275 at  
page 473, Records of Klamath County, Oregon;

Section 33: W $\frac{1}{2}$ E $\frac{1}{2}$ , NW $\frac{1}{4}$  EXCEPT that portion described in Deed Volume  
275 at page 473, Records of Klamath County, Oregon; SW $\frac{1}{4}$  EXCEPT that  
portion described in Deed Volume 275 at page 301, Records of Klamath  
County, Oregon;

Township 41 South, Range 14 East of the Willamette Meridian

Section 3: SW $\frac{1}{4}$ NE $\frac{1}{2}$ , S $\frac{1}{2}$ NW $\frac{1}{2}$ , NE $\frac{1}{4}$ SW $\frac{1}{2}$ , SE $\frac{1}{4}$ ;

Section 4: Lots 1 and 2 and SE $\frac{1}{4}$ NE $\frac{1}{2}$  EXCEPT that portion described  
in Deed Volume 275 at page 301, Records of Klamath County, Oregon;

PARCEL 2:

Township 41 South, Range 14 East of the Willamette Meridian

Section 3: Lot 4, NW $\frac{1}{4}$ SW $\frac{1}{2}$ , S $\frac{1}{2}$ SW $\frac{1}{2}$ ;

Section 4: Lots 3 and 4 and the SW $\frac{1}{4}$ NE $\frac{1}{2}$  EXCEPT that portion described  
in Deed Volume 275 at page 301, Records of Klamath County, Oregon;  
S $\frac{1}{2}$ NW $\frac{1}{2}$ , E $\frac{1}{2}$ SE $\frac{1}{2}$ ;

Section 5: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{2}$ ;

Section 10: N $\frac{1}{2}$ NW $\frac{1}{2}$ ;

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FLB  
LOAN 150245-8

Recorded \_\_\_\_\_ o'clock  
at \_\_\_\_\_ Page \_\_\_\_\_

Auditor, Clerk or Recorder

JUN 15 8 47 AM 1973

My Comm

to THE FEDERAL LAND BANK OF SPORING, 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 three pages marked EXHIBIT "A" which are attached hereto and are by reference made a part hereof.

EXHIBIT "A"

Page 1 of 3.

PARCEL 1:

Township 40 South, Range 14 East of the Willamette Meridian

Section 17:  $W\frac{1}{2}SW\frac{1}{2}$ ;

Section 18: The portion of the  $E\frac{1}{2}SE\frac{1}{2}$  lying East of the County Road;

Section 19: The portion of the  $NE\frac{1}{2}NE\frac{1}{2}$  and  $SE\frac{1}{2}SE\frac{1}{2}$  lying East of the County Road; EXCEPT that portion of the  $SE\frac{1}{2}SE\frac{1}{2}$  described in Deed Volume 282 at page 91, Records of Klamath County, Oregon;

Section 20:  $NW\frac{1}{2}$ ,  $SE\frac{1}{2}$ ,  $N\frac{1}{2}SW\frac{1}{2}$ ,  $SE\frac{1}{2}SW\frac{1}{2}$  and that portion of the  $SW\frac{1}{2}SW\frac{1}{2}$  lying Easterly and Northeasterly of the Langell Valley Market Road; EXCEPT that portion described in Deed Volume 282 at page 91, Records of Klamath County, Oregon.

Section 28:  $NW\frac{1}{2}$ ,  $SW\frac{1}{2}SE\frac{1}{2}$ ,  $SW\frac{1}{2}$ , EXCEPT that portion described in Deed Volume 275 at page 473, Records of Klamath County, Oregon;

Section 29:  $NE\frac{1}{2}$ ,  $NW\frac{1}{2}$  lying Northeasterly of Langell Valley Market Road, EXCEPT that portion described in Deed Volume 282 at page 91, Records of Klamath County, Oregon;  $NE\frac{1}{2}SW\frac{1}{2}$  EXCEPT that portion described in Deed Volume 282 at page 91, Records of Klamath County, Oregon;  $SE\frac{1}{2}$  EXCEPT those portions described in Deed Volume 282 at page 91, Records of Klamath County, Oregon.

Section 32:  $NE\frac{1}{2}$  EXCEPT that portion described in Deed Volume 275 at page 473, Records of Klamath County, Oregon;

Section 33:  $W\frac{1}{2}SE\frac{1}{2}$ ,  $NW\frac{1}{2}$  EXCEPT that portion described in Deed Volume 275 at page 473, Records of Klamath County, Oregon;  $SW\frac{1}{2}$  EXCEPT that portion described in Deed Volume 275 at page 301, Records of Klamath County, Oregon;

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Township 41 South, Range 14 East of the Willamette Meridian

Section 3:  $SW\frac{1}{2}NE\frac{1}{2}$ ,  $S\frac{1}{2}NW\frac{1}{2}$ ,  $NE\frac{1}{2}SW\frac{1}{2}$ ,  $SE\frac{1}{2}$ ;

Section 4: Lots 1 and 2 and  $SE\frac{1}{2}NE\frac{1}{2}$  EXCEPT that portion described in Deed Volume 275 at page 301, Records of Klamath County, Oregon;

PARCEL 2:

Township 41 South, Range 14 East of the Willamette Meridian

Section 3: Lot 4,  $NW\frac{1}{2}SW\frac{1}{2}$ ,  $S\frac{1}{2}SW\frac{1}{2}$ ;

Section 4: Lots 3 and 4 and the  $SW\frac{1}{2}NE\frac{1}{2}$  EXCEPT that portion described in Deed Volume 275 at page 301, Records of Klamath County, Oregon;  $S\frac{1}{2}NW\frac{1}{2}$ ,  $E\frac{1}{2}SE\frac{1}{2}$ ;

Section 5: Lot 1,  $SE\frac{1}{2}NE\frac{1}{2}$ ;

Section 10:  $N\frac{1}{2}NW\frac{1}{2}$ ;

PARCEL 3:

Township 40 South, Range 14 East of the Willamette Meridian

Section 19:  $SE\frac{1}{2}NE\frac{1}{2}$  and  $NE\frac{1}{2}SE\frac{1}{2}$  lying East of the County Road;

PARCEL 4:

Township 41 South, Range 14 East of the Willamette Meridian

Section 3: Lots 2, 3,  $SE\frac{1}{2}NE\frac{1}{2}$ ;

Section 4:  $SW\frac{1}{2}$ ,  $W\frac{1}{2}SE\frac{1}{2}$  lying North of state line road

Section 9:  $N\frac{1}{2}NE\frac{1}{2}$  lying North of state line road

Initials: WOL ENH



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PARCEL 5:

A piece or parcel of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 19; the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 20; the NW $\frac{1}{4}$ , the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 29, Township 40 South, Range 14 East of the Willamette Meridian, more particularly described as follows:

Beginning at the section corner at the Southeast corner of said Section 19 and running thence North 89° 36' West; along the section line marking the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, 100.0 feet, more or less, to its intersection with the center line of the East Langell Valley Road; thence North 28° 22' West, and following the center line of said East Langell Valley Road, 258.2 feet; thence North 22° 33' West, 925.8 feet; thence North 18° 28' West 264.7 feet, more or less, to its intersection with the line marking the Northerly boundary of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19; thence South 89° 35' East along the said line marking the Northerly boundary of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, 327.0 feet to a point in a line parallel with and 25.0 feet Easterly from the center line of the irrigation ditch of the Willow Valley Irrigation District; thence South 19° 25' East, and following said parallel line, 147.1 feet; thence South 10° 51' East 122.2 feet; thence South 15° 48' East 426.1 feet; thence South 20° 10' East 293.0 feet; thence South 24° 41' East, 102.2 feet, more or less, to a point in the section line marking the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, from which the said section corner at the Southeasterly corner of said Section 19 bears South 0° 35' East 295.0 feet distant; thence South 27° 26' East and continuing along said parallel line 332.2 feet, more or less, to a point in the section line marking the Southerly boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 20 from which the section corner at the Southeasterly corner of the said Section 19 bears South 89° 55' West 150.0 feet distant; thence South 22° 23' East and continuing along said parallel line 108.5 feet; thence South 34° 03' East 618.0 feet; thence South 36° 04' East 300.6 feet; thence South 46° 47' East 338.9 feet; thence South 51° 23' East 158.7 feet; thence South 42° 26' East 348.3 feet; thence South 40° 54' East 366.5 feet; thence South 25° 41' East 235.3 feet; thence South 49° 55' East, 107.2 feet; thence South 28° 14' East 230.4 feet; thence South 35° 09' East 173.7 feet; thence South 52° 15' East 408.5 feet; thence South 13° 51' East 225.6 feet; thence South 73° 23' East 109.2 feet; thence South 34° 49' East 240.0 feet; thence South 21° 00' East 133.9 feet; thence South 33° 44' East 340.3 feet; thence South 3° 04' East 168.2 feet; thence South 6° 16' East 91.5 feet; thence South 32° 26' East 126.8 feet; thence South 75° 20' East 201.6 feet; thence South 88° 11' East 315.2 feet; thence North 56° 44' East 111.2 feet; thence South 84° 51' East 222.9 feet; thence South 65° 28' East 175.9 feet; thence North 76° 26' East 145.0 feet; thence North 71° 34' East 243.5 feet; thence North 48° 02' East 400.8 feet; thence North 33° 48' East 291.2 feet, more or less, to a point in the center line of the Main Drain of the Willow Valley Irrigation District; thence South 24° 48' East along the center of the said drain 145.4 feet to a point from which the quarter section corner on the East side of the said Section 29 bears North 14° 27' East 632.3 feet distant, and continuing thence South 5° 04' West along the center line of the said drain, 249.0 feet; thence South 9° 32' East 114.6 feet; thence South 3° 05' West 167.2 feet; thence South 23° 07' West 96.8 feet; thence South 35° 08' West 239.4 feet; thence South 72° 01' West, and leaving said drain, 1360.0 feet; thence South 79° 19' West 483.0 feet; thence North 48° 14' West 243.8 feet; thence South 89° 37' West 335.5 feet, more or less, to a point in the line marking the Westerly boundary of the said SE $\frac{1}{4}$  of said Section 29; thence North 0° 22' West along the said boundary line 447.0 feet, more or less, to the Southeasterly corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 29; thence North 89° 56' West along the line marking the Southerly boundary of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 29, 65.0 feet, more or less, to its intersection with the center line of the East Langell Valley Road; thence North 30° 18' West along the said center line of the

Initials: WHL ELH continued ...

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East Langell Valley Road 259.0 feet; thence North  $36^{\circ} 34'$  West 2975.7 feet; thence North  $34^{\circ} 13\frac{1}{2}'$  West 208.0 feet; thence North  $31^{\circ} 14\frac{1}{2}'$  West 1144.0 feet, more or less, to a point in the section line marking the Westerly boundary of the said Section 29; thence North  $0^{\circ} 19\frac{1}{2}'$  East along the said section line, 195 feet, more or less, to the point of beginning.

PARCEL 6:

A piece or parcel of land situate in the SW $\frac{1}{4}$  of Section 33, Township 40 South, Range 14 East of the Willamette Meridian, and the W $\frac{1}{2}$ NE $\frac{1}{4}$  and the N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 4, Township 41 South, Range 14 East of the Willamette Meridian, and more particularly described as follows:

Beginning at the section corner marking the Southwesterly corner of the said Section 33, Township 40 South, Range 14 East of the Willamette Meridian, and running thence North  $0^{\circ} 32'$  West along the section line marking the Westerly boundary of the said Section 33, 1411.0 feet; thence South  $59^{\circ} 41\frac{1}{2}'$  East parallel with and 10.0 feet distant Southwesterly from the center line of the Willow Valley Irrigation District Irrigation ditch, 2997.0 feet, more or less, to a point in the section line marking the boundary between the said Section 33, Township 40 South, Range 14 East of the Willamette Meridian, and the said Section 4, Township 41 South, Range 14 East of the Willamette Meridian, from which the quarter section corner between the said Section 33, Township 40 South, Range 14 East of the Willamette Meridian, and the said Section 4, Township 41 South, Range 14 East of the Willamette Meridian, bears North  $89^{\circ} 59'$  East 230.0 feet distant, and running thence South  $70^{\circ} 53'$  East 100.8 feet; thence South  $43^{\circ} 04'$  East 660.3 feet; thence South  $59^{\circ} 38\frac{1}{2}'$  East 358.1 feet; thence South  $43^{\circ} 32'$  East 553.1 feet; thence South  $36^{\circ} 48'$  East 382.2 feet; thence South  $23^{\circ} 27\frac{1}{2}'$  West 256.2 feet; thence North  $78^{\circ} 05'$  West 353.6 feet; thence North  $23^{\circ} 28'$  West 198.4 feet; thence North 166.0 feet; thence North  $40^{\circ} 50'$  West 107.1 feet; thence North  $84^{\circ} 57\frac{1}{2}'$  West 603.3 feet; thence North  $66^{\circ} 51'$  West 323.0 feet; thence South  $86^{\circ} 58'$  West 132.2 feet; thence North  $72^{\circ} 55'$  West 241.7 feet; thence North  $62^{\circ} 11\frac{1}{2}'$  West 330.1 feet; thence North  $39^{\circ} 18\frac{1}{2}'$  West 221.0 feet; thence North  $57^{\circ} 10\frac{1}{2}'$  West 385.6 feet; thence North  $51^{\circ} 43\frac{1}{2}'$  West 578.3 feet, more or less, to a point in the section line marking the boundary between the said Section 33, Township 40 South, Range 14 East of the Willamette Meridian, and the said Section 4, Township 41 South, Range 14 East of the Willamette Meridian; thence South  $89^{\circ} 59'$  West along the said Section line 797.7 feet to the said section corner at the Southwesterly corner of the said Section 33, Township 40 South, Range 14 East of the Willamette Meridian, the point of beginning.

PARCEL 7:

The NW $\frac{1}{4}$  of Section 29, Township 40 South, Range 14 East of the Willamette Meridian, lying Southwesterly of the County Road.

PARCEL 8:

Township 41 South, Range 14 East of the Willamette Meridian

- Section 4: That portion of the SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  lying south of State Line Road.
- Section 9: That portion of the NE $\frac{1}{4}$  lying south of State Line Road.
- Section 10: That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  lying South of State Line Road.

Initials: WMA. ENH.



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 \$ 420,000.00, 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 January, 2008. All payments not made when due shall bear interest thereafter until paid at 10 per cent per annum.

MORTGAGORS COVENANT AND AGREE:

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

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

Should the interest of any of the parties to this mortgage be transferred 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 a rate of 10% per annum from the date of such declaration.

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortgagor, additional security for the indebtedness described herein, certain grazing leases, licenses and/or privileges, to-wit:

Public Domain Lease for 370 AUM's.

mortgagors covenant and agree that they are the lawful owners and holders thereof and they are free from encumbrance and have not been assigned; and mortgagors further covenant and agree to procure renewals thereof upon or prior to their expiration date, to execute an instrument deemed by the mortgagee necessary to effect an assignment or waiver of renewals to the mortgagee, and to pay all fees and charges, and to perform all obligations necessary to preserve and keep in good standing all of said leases, permits, licenses and/or privileges, and all renewals thereof; and they will take no action which would materially and adversely affect any of such rights or their preference status thereunder and that in the event of foreclosure or closure of this mortgage they will waive all claims for preference in any of such claims; and on demand from the purchaser of the mortgaged property at foreclosure sale, or at any time thereafter, to such purchaser; and further agree that the lands covered by said leases, permits, licenses and/or privileges and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged, and that neither shall be transferred to any other person without the consent of the mortgagee, shall substitute for those hereinabove mentioned and shall be subject to the provision hereof. For any breach by mortgagors of any covenant or agreement contained in this paragraph contained, the mortgagee shall have the same rights and/or remedies as are available to it for the breach of any other covenant or agreement of the mortgagors in this mortgage contained, including but not limited to the right to declare the mortgage in default and the debt due and payable.

This rider is attached to and made a part of mortgage to the Federal Land Bank  
a corporation, executed by the undersigned, dated January 12

Frederic W. Hy  
Elizabeth W. Hy

Grazing Rider No. 1  
Form FLB 559

**NOTARY**

My Commission Expires \_\_\_\_\_

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

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

rmance 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,  
 ble on the first day of January, 2008  
 til paid at 10 per cent per annum.

le, have good right and lawful authority to convey and  
 mbrace; and each of the mortgagors will warrant and  
 ands of all persons whomsoever, and this covenant shall  
 with the land;

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

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

re and such other risks in manner and form and in such com-  
 to the mortgagee; to pay all premiums and charges on all such  
 quest all insurance policies affecting the mortgaged premises,  
 affecting said policies; and that all insurance whatsoever affect-  
 loss, to the mortgagee, with a mortgagee clause in favor of and  
 d to receive the proceeds of any loss under any such policy,  
 arm Credit Administration for reconstruction of the buildings  
 in the indebtedness hereby secured in such manner as it shall elect.  
 right of eminent domain, the mortgagee shall be entitled at  
 and damages to the remaining portion, to be applied by the  
 manner as it shall elect.

ny of the covenants or agreements herein contained, then the  
 ness hereby secured due and payable or not) may, at its option,  
 es made by the mortgagee in so doing shall draw interest at the  
 payable by the mortgagors without demand, and, together with  
 mortgage.

ase of breach of any of the covenants or agreements hereof, or  
 by secured, or if the whole or any portion of said loan shall be  
 original application therefor except, by the written permission of  
 be hereafter included in any special assessment district, then, in  
 ne election of the mortgagee, become immediately due without  
 re of the mortgagee to exercise such option in any one or more  
 hment of the right to exercise such option upon or during the

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

hereunder, the mortgagee shall have the right forthwith to enter  
 on thereof, and collect the rents, issues and profits thereof, and apply  
 indebtedness hereby secured, and the mortgagee shall have the right  
 ues and profits of the mortgaged premises. The rents, issues and  
 ed and mortgaged to the mortgagee as additional security for the

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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.

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.

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortgagee, as  
 additional security for the indebtedness described herein, certain grazing leases, permits,  
 licenses and/or privileges, to-wit:

Public Domain Lease for 370 AUM's.

mortgagors covenant and agree that they are the lawful owners and holders thereof and that  
 they are free from encumbrance and have not been assigned; and mortgagors further covenant  
 and agree to procure renewals thereof upon or prior to their expiration date, to execute any  
 instrument deemed by the mortgagee necessary to effect an assignment or waiver of such  
 renewals to the mortgagee, and to pay all fees and charges, and to perform all acts and things  
 necessary to preserve and keep in good standing all of said leases, permits, licenses, and/or  
 privileges, and all renewals thereof; and they will take no action which would adversely  
 affect any of such rights or their preference status thereunder and that in the event of fore-  
 closure of this mortgage they will waive all claims for preference in any of such rights upon  
 demand from the purchaser of the mortgaged property at foreclosure sale, or any successor to  
 such purchaser; and further agree that the lands covered by said leases, permits, licenses  
 and/or privileges and renewals thereof, shall at all times be operated in conjunction with the  
 lands hereby mortgaged, and that neither shall be transferred to any other person separately  
 from the other. Any leases, permits, licenses and/or privileges which the mortgagor, with  
 the consent of the mortgagee, shall substitute for those hereinabove mentioned, shall be  
 subject to the provision hereof. For any breach by mortgagors of any covenant or agreement  
 in this paragraph contained, the mortgagee shall have the same rights and/or remedies as  
 are available to it for the breach of any other covenant or agreement of the mortgagors in  
 this mortgage contained, including but not limited to the right to declare the entire mortgage  
 debt due and payable.

This rider is attached to and made a part of mortgage to the Federal Land Bank of Spokane,  
 a corporation, executed by the undersigned, dated January 12, 19 73.

*Theresa W. Hyde*

*Elizabeth W. Hyde*

Grazing Rider No. 1

Form FLB 559

NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

2/16/74 8:01 AM



wise, or nonappurtenant, mortgaged  
 by the United States or any  
 to mortgage.

ances, including, now or here-  
 plumbing, cooling, venti-  
 ctures, not belonging to or use  
 to be on land; and to  
 nce, cond-  
 nary, to any po-

note

um  
 using  
 ntivated,  
 permit the  
 reserve all water

the mortgagee proper  
 at any time against

and form and in such com-  
 premiums and charges on all such  
 affecting the mortgaged premises,  
 and that all insurance whatsoever affect-  
 gagee, with a mortgagee clause in favor of and  
 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  
 hereby 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  
 age.

breach of any of the covenants or agreements hereof, or  
 red, or if the whole or any portion of said loan shall be  
 application therefor except, by the written permission of  
 reafter included in any special assessment district, then, in  
 ion 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

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

der, the mortgagee shall have the right forthwith to enter  
 of, and collect the rents, issues and profits thereof, and apply  
 ess 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

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 1-17-73, before me personally appeared

Frederick W. Hyde and Elizabeth H. Hyde,

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.

George L. Manning  
 NOTARY PUBLIC  
 My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
 County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me personally appeared

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 \_\_\_\_\_

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STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
TRANSAMERICA TITLE INS. CO  
on this 17th day of January A. D., 1973  
at 1:55 o'clock P. M. and duly  
recorded in Vol. M 73 of MORTGAGES  
Page 625

WM. D. MILNE, County Clerk

Fee \$ 16.00 By *Hazel Drayton* Deputy.



*Trans.*

JAN 18 8 57 AM 1973