

28-3855  
**FEDERAL LAND BANK MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That on this 16th day  
 of November, 1972,

Robert D. Axel and Roberta A. Axel, husband and wife.

FLB  
 LOAN 149789-2

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

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"

PARCEL I

All that portion of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 15, Township 39  
 South, Range 10 East of the Willamette Meridian which lies between  
 the Lakeview Highway and the O. C. & E. Railroad right of way,

EXCEPTING THEREFROM, Starting at the quarter section corner which  
 is common to Section 15 and 22, Township 39 South, Range 10  
 East of the Willamette Meridian, and running thence

North 0° 35' West a distance of 562.8 feet along the North-South  
 center line of Section 15; thence

North 17° 46' West a distance of 184.7 feet to the point of be-  
 ginning, which point of beginning is on the Southerly right-  
 of-way of the Klamath Falls-Lakeview Highway. From this said  
 point of beginning thence

North 57° 45' West a distance of 187.5 feet along said Southerly  
 right-of-way line of the Klamath Falls-Lakeview Highways; thence

South 0° 16' East a distance of 216.6 feet to a point on the  
 Northerly right-of-way line of the O. C. & E. Railroad; thence

South 89° 55' East a distance of 157.9 feet along said Northerly  
 right-of-way line of the O. C. & E. Railroad; thence

North 0° 16' West a distance of 116.8 feet to the point of beginning.

PARCEL II

The E $\frac{1}{2}$ SW $\frac{1}{4}$  lying South of the Lakeview Highway and North of  
 the "B" Canal, EXCEPTING THEREFROM that portion deeded to Oregon  
 California & Eastern Railway Company by deed recorded March 11,  
 1931 in Deed Volume 93 at page 623. All in Section 15, Township 39  
 South, Range 10 East of the Willamette Meridian.

Initials

R.D.A.

R.A.A.

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 thereto, 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 \$ 20,000.00, 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 November, 1997. 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 of 1971 and any acts amend to all the terms, conditions

The covenants and successors and assigns of

It is agreed that delivery of water under the provisions made thereunder, mortgagee become

IN WITNESS WHEREOF

STATE OF Oregon

County of Klamath

to me known to be the person (they) executed the same

STATE OF OREGON

Filed for record at

this 2nd day of

Vol. M 73

FEE \$ 6.00

2202

to said mortgaged  
or the State or any

roads, now or here-  
after, including, cool-  
ing, venting, and  
belonging to or used  
on land; and together  
with other conduits, rights  
in any part thereof, or

hereinafter con-  
sidered of the mortgagee,  
as provided for in said note,  
dated October, 1997

power to convey and  
execute will warrant and  
this covenant shall

to repair and not to  
cutting of timber from  
in a like manner, using  
irrigated, cultivated,  
to use or permit the  
to preserve all water

the mortgagee proper  
at any time against

form and in such com-  
munication charges on all such  
the mortgaged premises,  
since whatsoever affect-  
clause in favor of and  
under any such policy,  
action of the buildings  
manner as it shall elect.

ee shall be entitled at  
to be applied by the

in contained, then the  
(not) may, at its option,  
shall draw interest at the  
and, and, together with

r agreements hereof, or  
on of said loan shall be  
the written permission of  
assessment district, then, in  
immediately due without  
on in any one or more  
ion upon or during the

not hereby secured, or any  
en hereof, the mortgagors  
aid suit, and further agree  
is shall be secured hereby

the right forthwith to enter  
profits thereof, and apply  
gee shall have the right  
s. The rents, issues and  
additional security for the

2203

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.

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 mortgagors have hereunto set their hands the day and year first above written.

STATE OF Oregon }  
County of Klamath } ss.

On 2/14/73, before me personally appeared

Robert D. Axel and Roberta A. Axel,

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 October 30, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.  
this 2nd day of MARCH A. D., 1973 at 10:45 o'clock A. M., and duly recorded in  
Vol. M. 73, of MORTGAGES on Page 2201

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Hazel Drazil

My Commission Expires