

75564

Vol. 72 Page 4743

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 2nd day  
of April, 1973,

Charles G. Duncan and Leone M. Duncan, husband and wife,

FLB  
LOAN 150902-2

Recorded \_\_\_\_\_ o'clock  
at \_\_\_\_\_, 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 two pages  
marked EXHIBIT "A" which is attached hereto and is by reference made a part hereof.

## EXHIBIT "A"

Page 1 of 2  
PARCEL 1:

All that portion of the SE 1/4 SW 1/4 lying South of the Irrigation  
Ditch which runs through the said forty in Section 33, Township 40  
South, Range 12 East of the Willamette Meridian;

SAVING AND EXCEPTING the potato cellar in the Southeast corner of  
said described tract, being a tract of land 36 feet North and South  
by 152 feet East and West; and

EXCEPTING a right of way 16 feet wide to the Northwest corner of  
said potato cellar and along the North side of said cellar to the  
North and South road along the East side of said cellar for ingress  
and egress from other land as reserved by former owners; also

PARCEL 2:

That part of the E 1/2 E 1/2 of Section 32 and part of the W 1/2  
SW 1/4 of Section 33, Township 40 South, Range 12 East of the  
Willamette Meridian, described as follows: 4744

Beginning at the Southwest corner of the E 1/2 SE 1/4 of Section 32,  
Township 40 South, Range 12 East of the Willamette Meridian, and  
running thence North along the forty line a distance of 1300 feet,  
more or less, to a point where the center line of the East-West canal  
of the Shasta View Irrigation District extended meets the forty line;  
thence East a distance of 65 feet, more or less, to a point on the  
West bank of said North-South canal of Shasta View Irrigation District;  
thence South along the West bank of said North-South Canal a dis-  
tance of 10 feet to a point; thence Easterly following the South bank  
of said East-West Canal through the E 1/2 SE 1/4 of Section 32 and  
the W 1/2 SW 1/4 of Section 33, both in said Township 40 South, Range  
12 East of the Willamette Meridian, to the Easterly line of the W 1/2  
SW 1/4 of said Section 33; thence South along the Easterly line of  
the W 1/2 SW 1/4 of Section 33 to the Township line; thence Westerly  
along township line to the point of beginning, being in the E 1/2  
SE 1/4 of Section 32, and the W 1/2 SW 1/4 of Section 33,  
Township 40 South, Range 12 East of the Willamette Meridian;

SAVING AND EXCEPTING tracts of land described as follows:

Beginning at an iron pin on the South section line which lies  
West 781.5 feet from the Southeast corner of the SW 1/4 SW 1/4  
of Section 33, Township 40 South, Range 12 East of the Willamette  
Meridian, and running thence North a distance of 95 feet to an

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 two pages marked EXHIBIT "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 2

EXHIBIT "A"

PARCEL 1:

All that portion of the SE 1/4 SW 1/4 lying South of the Irrigation Ditch which runs through the said forty in Section 33, Township 40 South, Range 12 East of the Willamette Meridian;

SAVING AND EXCEPTING the potato cellar in the Southeast corner of said described tract, being a tract of land 36 feet North and South by 152 feet East and West; and

EXCEPTING a right of way 16 feet wide to the Northwest corner of said potato cellar and along the North side of said cellar to the North and South road along the East side of said cellar for ingress and egress from other land as reserved by former owners; also

PARCEL 2:

That part of the E 1/2 E 1/2 of Section 32 and part of the W 1/2 SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, described as follows:

4744

Beginning at the Southwest corner of the E 1/2 SE 1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian, and running thence North along the forty line a distance of 1300 feet, more or less, to a point where the center line of the East-West canal of the Shasta View Irrigation District extended meets the forty line; thence East a distance of 65 feet, more or less, to a point on the West bank of said North-South canal of Shasta View Irrigation District; thence South along the West bank of said North-South Canal a distance of 10 feet to a point; thence Easterly following the South bank of said East-West Canal through the E 1/2 SE 1/4 of Section 32 and the W 1/2 SW 1/4 of Section 33, both in said Township 40 South, Range 12 East of the Willamette Meridian, to the Easterly line of the W 1/2 SW 1/4 of said Section 33; thence South along the Easterly line of the W 1/2 SW 1/4 of Section 33 to the Township line; thence Westerly along township line to the point of beginning, being in the E 1/2

SE 1/4 of Section 32, and the W 1/2 SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian;

SAVING AND EXCEPTING tracts of land described as follows:

Beginning at an iron pin on the South section line which lies West 781.5 feet from the Southeast corner of the SW 1/4 SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, and running thence North a distance of 95 feet to an iron pin; thence North 56° 35' West a distance of 961 feet to an iron pin; thence South 33° 25' West a distance of 45 feet to an iron pin which lies on the East bank of the Shasta View Irrigation Canal; thence South 36° 25' East along the East bank of the above mentioned canal a distance of 200.00 feet to an iron pin; thence continuing along the East bank of the above mentioned canal South 30° 14' East a distance of 492.8 feet to an iron pin which lies on the Section line; thence East along the section line a distance of 460 feet, more or less, to the point of beginning, being in the SW 1/4 SW 1/4 of Section 33, and in the SE 1/4 SE 1/4 of Section 32, both sections in Township 40 South, Range 12 East of the Willamette Meridian, said exception being for the West Reservoir

Initials:

CLN L.M.D.

ALSO EXCEPTING

Beginning at a point on the East line of said SE 1/4 SW 1/4 of Section 33 and the center line of the irrigation ditch which runs through said SE 1/4 of SW 1/4; thence South along said East line of said SE 1/4 SW 1/4 a distance of 193 feet; thence West a distance of 250 feet; thence North and parallel with the East line of said SE 1/4 of SW 1/4 a distance of 239 feet to the center line of said irrigation ditch; thence Easterly along said center line to the point of beginning.

Together with a 50 H.P. General Electric motor, Serial No. VE 6814553, and a Cornell centrifugal pump, Serial No. 11334; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Initials:

agd L.m.v.

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 \$ 35,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of June, 1993. 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 keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete any building, structure or improvement being built or about to be built thereon, including improvements to any existing structures; not to remove or demolish or permit the removal or demolition of buildings and other improvements now or hereafter existing on said premises; to restore promptly and in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; 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 or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, including assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said land, and to deliver to the mortgagee proper receipts therefor; and to suffer no other encumbrance, charge or lien 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 amounts 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 may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it may 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 continuation of the mortgage into and upon the mortgaged premises, the same, less reasonable costs of the same, shall be paid to the appointment of a receiver of the profits of said premises after deduction of the indebtedness herein described.

This mortgage and the notes secured hereby shall be subject to all the terms, conditions and provisions of the Act of 1971 and any acts amendatory thereof.

The covenants and agreements herein shall bind the mortgagors, their successors and assigns of the first part.

IN WITNESS WHEREOF

STATE OF Oregon  
County of Klamath

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

STATE OF  
STATE OF OREGON  
Filed for record at  
this 20th day  
Vol. M 73, o



onappurtenant to said mortgaged  
e United States or the State or any  
mortgagee.

cluding private roads, now or here-  
g, lighting, heating, cooling, venti-  
w or hereafter belonging to or used  
ourtenant to said land; and together  
all ditches or other conduits, rights  
id premises or any part thereof, or

its and agreements hereinafter con-  
gators to the order of the mortgagee,  
interest as provided for in said note,  
June, 1993  
per annum.

d lawful authority to convey and  
the mortgagors will warrant and  
omsoever, and this covenant shall

premises in good repair and not to  
permit the cutting of timber from  
od and husbandlike manner, using  
land properly irrigated, cultivated,  
premises; not to use or permit the  
things necessary to preserve all water

remises in good repair; to complete  
ding improvements to any existing  
ngs and other improvements now or  
e manner any building, structure or  
ing of timber from said premises ex-  
e manner, using approved methods of  
ultivated, sprayed, pruned and cared  
the use of said premises for any un-  
ater rights now or hereafter appurte-

ses, including assessments upon water  
in connection with said land, and to  
charge or lien prior to the lien of this

manner and form and in such com-  
ay all premiums and charges on all  
ies affecting the mortgaged premises,  
that all insurance whatsoever affect-  
h a mortgagee clause in favor of and  
s of any loss under any such policy  
manner as it may elect.

, the mortgagee shall be entitled at  
aining portion, to be applied by the

reements herein contained, then the  
nd payable or not) may, at its option,  
in so doing shall draw interest at the  
s without demand, and, together with

the covenants or agreements hereof, or  
or any portion of said loan shall be  
except, by the written permission of  
ny special assessment district, then, in  
ee, become immediately due without  
cise such option in any one or more  
cise such option upon or during the

out of the debt hereby secured, or any  
protect the lien hereof, the mortgagors  
ection with said suit, and further agree  
and such sums shall be secured hereby

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, 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

On April 17, 1973, before me personally appeared,

Charles G. Duncan and Leone M. Duncan,

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO  
this 20th day of APRIL A. D., 19 73 at 11:54 o'clock A. M., and duly recorded in  
Vol. M 73 of APRIL on Page 4743

FEE \$ 10.00

WM. D. MILNE, County Clerk  
By Janet Brazil  
My Commission Expires

4263

75565

1 THIS INDENTURE WITNESSETH, that GORDON HILL WEST, hereinafter known as  
2 grantor, for the consideration hereinafter stated has bargained and sold, and  
3 by these presents does grant, bargain, sell and convey unto WILSON J. WADE and  
4 BERTHA L. WADE, husband and wife, grantees, the following described premises,  
5 situated in Klamath County, Oregon, to-wit:

6 Lot 7 in Block 15, NOB HILL ADDITION to the City of Klamath  
7 Falls, Klamath County, Oregon.

8 Subject to: Easements and rights of way of record and those  
9 apparent on the land, if any.

10 The true and actual consideration paid for this transfer is \$300.00.

11 TO HAVE AND TO HOLD the said premises with their appurtenances unto the  
12 said grantees as an estate by the entirety. And the said grantor does hereby  
13 covenant, to and with the said grantees, and their assigns, that he is the  
14 owner in fee simple of said premises; that they are free from all incumbrances,  
15 except as above stated, and that he will warrant and defend the same from all  
16 lawful claims whatsoever, except as above stated.

17 IN WITNESS WHEREOF, he has hereunto set his hand and seal this 5th day of  
18 February, 1973.

Gordon Hill West (SEAL)  
Gordon Hill West

19 COUNTRY OF SWITZERLAND Confederation of Switzerland  
20 Bern, Canton of Bern  
21 Embassy of the United States  
22 of America ) 03.  
23 Canton Geneve

24 Personally appeared the above named Gordon Hill West and acknowledged the  
25 foregoing instrument to be his voluntary act and deed.  
26 Before me:

Winifred T. Hall  
WINIFRED T. HALL  
Consul of the United States  
(title) America



STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
TRANSAMERICA TITLE INS. CO.  
on this 20 day of April A.D. 19 73  
at 11:54 o'clock A M. and duly  
recorded in Vol. M 73 of DEEDS  
Page 4748  
Wm D. MILNE, County Clerk  
By Patricia L. Daniel Deputy  
Fee \$ 2.00

32 Warranty Deed.

Return to  
Bruce Owens Realtor  
520 Klamath Ave  
17-3

GANONG, SISEMORE  
& ZAMSKY  
ATTORNEYS AT LAW  
528 MAIN STREET  
KLAMATH FALLS, ORE.  
97601

APR 20 11 54 AM 1973