76723 m Vol. 73 Page 6183

FLB 666 (Rev. 2-73)

FEDERAL LAND BANK MORTGAGE

FLB LOAN 150382-6

Recorded _____ at _____ o'clock _____, Page _____

Auditor, Clerk or Recorder

KNOW ALL MEN BY THESE PRESENTS, That on this 17th day of April, 1973,

Plemons Brothers Ranch, a co-partnership composed of Thomas Plemons, Viola H. Plemons, Wallace Plemons, and Lawrence E. Plemons; Thomas Plemons and Viola H. Plemons, husband and wife; Wallace Plemons, same person as John Wallace Plemons, and Alcaria Plemons, husband and wife; and Lawrence E. Plemons, a single man,

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:

Township 35 South, Range 12 East Willamette Meridian.

Section 34: W½SW¼

Township 36 South, Range 12 East Willamette Meridian.

Section 3: Lot 3 (NE¼NW¼), SE¼NW¼, SW¼
Section 4: SE¼
Section 10: W½NW¼, (Lots 4, 5, 12,13)

Together with 30 HP G. E. Motor, Serial No. DBV 420426, with a Rain Flow Centrifugal Pump, Serial number unknown; a 40 HP Century Motor, Serial No. 7E, with a Berkeley Centrifugal pump, Serial No. 0019; and 4400 feet of 8 inch buried steel mainline; and any replacements thereof; all of which are hereby declared to be appurtenant thereto.

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76731

VA Form 26-6335c (Home Loan) July 1964. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgagee Association.

THIS TRUST DEED, made this

STEVEN K.

TRANSAMER

and

Dee

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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 $ 77,000.00 , 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:

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 demolishment 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 demolishment 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 continuance of any default hereunder, the mortgagee shall have the r
into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and p
the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortga
to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises.
profits of said premises after default are hereby assigned and mortgaged to the mortgagee as add
indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance w
of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Admin
to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out if full h

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

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

Thomas Plemons
Thomas Plemons

Viola H. Plemons
Viola H. Plemons

Wallace Plemons
Wallace Plemons

Alcaria Plemons
Alcaria Plemons

Lawrence E. Plemons
Lawrence E. Plemons

PLEMONS BROTHERS RANCH

By: Thomas Plemons
Thomas Plemons

By: Viola H. Pl
Viola H. Plemo

By: Wallace Plemons
Wallace Plemon

By: Lawrence E. Plem
Lawrence E. Pl

STATE OF Oregon
County of Klamath } ss.

On 5-14-73, before me

Wallace Plemons, same person as John Wallace Plemons, Alcaria Plemons and

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

George L. W
NOTARY PUBLIC
My Commission Expires April

STATE OF OREGON
County of MARION } ss.

On 5/21/73, before me

Thomas Plemons and Viola Plemons,

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

Lawrence E. Pl
NOTARY PUBLIC
My Commission Expires 11/12/75

ppurtenant or nonappurtenant to said mortgaged
ved to them by the United States or the State or any
ned or waived to mortgagee.

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

e of the covenants and agreements hereinafter con-
made by the mortgagors to the order of the mortgagee,
_____, with interest as provided for in said note,
n the first day of January, 2008
d at 10 per cent per annum.

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

existing on said premises in good repair and not to
eof; not to cut or permit the cutting of timber from
premises in a good and husbandlike manner, using
rchards on said land properly irrigated, cultivated,
y kind upon said premises; not to use or permit the
do all acts and things necessary to preserve all water
premises;

xisting on said premises in good repair; to complete
ilt thereon, including improvements to any existing
shment of buildings and other improvements now or
and workmanlike manner any building, structure or
or permit the cutting of timber from said premises ex-
and husbandlike manner, using approved methods of
perly irrigated, cultivated, sprayed, pruned and cared
to use or permit the use of said premises for any un-
to preserve all water rights now or hereafter appurte-

upon said premises, including assessments upon water
enant to or used in connection with said land, and to
r encumbrance, charge or lien prior to the lien of this

ch other risks in manner and form and in such com-
mortgagee; to pay all premiums and charges on all
l insurance policies affecting the mortgaged premises,
aid policies; and that all insurance whatsoever affect-
e mortgagee, with a mortgagee clause in favor of and
elve the proceeds of any loss under any such policy
secured in such manner as it may elect.

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

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

ch of any of the covenants or agreements hereof, or
or if the whole or any portion of said loan shall be
lication therefor except, by the written permission of
er included in any special assessment district, then, in
of the mortgagee, become immediately due without
ortgagee to exercise such option in any one or more
he right to exercise such option upon or during the

charge growing out of the debt hereby secured, or any
nd to effect or protect the lien hereof, the mortgagors
expenses in connection with said suit, and further agree
suring the title, 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 if 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.

Thomas Plemons
Thomas Plemons

Viola H. Plemons
Viola H. Plemons

Wallace Plemons
Wallace Plemons

Alcaria Plemons
Alcaria Plemons

Lawrence E. Plemons
Lawrence E. Plemons

PLEMONS BROTHERS RANCH

By: Thomas Plemons
Thomas Plemons, Partner

By: Viola H. Plemons
Viola H. Plemons, Partner

By: Wallace Plemons
Wallace Plemons, Partner

By: Lawrence E. Plemons
Lawrence E. Plemons, Partner

STATE OF Oregon
County of Klamath } ss.

On 5-14-73, before me personally appeared

Wallace Plemons, same person as John Wallace Plemons, Alcaria Plemons and Lawrence E. Plemons,

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. Wilkinson
NOTARY PUBLIC
My Commission Expires April 23, 1976

STATE OF OREGON
County of MARION } ss.

On 5/21/73, before me personally appeared

Thomas Plemons and Viola Plemons,

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.

Lowell Nelson
NOTARY PUBLIC
My Commission Expires 11/12/75

76731

VA Form 26-6335c (Home Loan) July 1964. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

THIS TRUST DEED, made this

STEVEN K.

TRANSAMER

and

Dee

6186

STATE OF OREGON)
: ss.
County of Klamath)

On this 14th day of May, 19 23, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared ~~THOMAS PLEMONS, VIOLA~~ WALLACE PLEMONS, and LAWRENCE E. PLEMONS known to me to be the persons who executed the foregoing instrurment on behalf of PLEMONS BROTHERS RANCH, a co-partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of ~~Montana~~ Oregon

Residing at: Klamath Falls, Ore

My commission expires: April 27, 1976

STATE OF OREGON)
: ss.
County of Marion)

On this 21st day of May, 1973, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared THOMAS PLEMONS, and VIOLA H. PLEMONS known to me to be the persons who executed the foregoing instrument on behalf of PLEMONS BROTHERS RANCH, a co-partnership.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Oregon

Residing at : Salem, Oregon

My Commission expires: 11/12/75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of ~~Transamerica Title~~

this 22 day of May A. D. 19 73 at 4:16 o'clock P M., and

duly recorded in Vol. M-73, of Mortgages on Page 6183

Fee 8.00

Wm D. MILNE, County Clerk

By Hazel Drazil

76731

VA Form 26-4335c (Home Loan) July 1964. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

THIS TRUST DEED, made this

STEVEN K.

TRANSAMER

and

Dec