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Vol. 23 Page 6520

FEDERAL LAND BANK MORTGAGE

FLB
LOAN 151439-2Recorded _____
at _____ o'clock
_____ Page _____

Auditor, Clerk or Recorder

KNOW ALL MEN BY THESE PRESENTS, That on this 2nd day
of May, 19 73,

Circle Five Ranch, Inc., an Oregon Corporation; Louis
Randall and Marien Randall, husband and wife; Gary E. Randall
and Nancy Randall, husband and wife; Wayne L. Fahsholtz and
Judith R. Fahsholtz, husband and wife; Douglas G. Kirby and
Susan R. Kirby, husband and wife; and Buddy E. Kness and
Debra R. Kness, 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 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 in Township 39 South, Range 12 East of the Willamette Meridian.

Section 11: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 13: SE $\frac{1}{4}$
Section 14: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: E $\frac{1}{2}$, E $\frac{1}{2}$ N $\frac{1}{2}$
Section 24: All
Section 25: All
Section 26: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 36: E $\frac{1}{2}$, E $\frac{1}{2}$ N $\frac{1}{2}$

PARCEL 2:

All in Township 39 South, Range 13 East of the Willamette Meridian.

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Lot 4)
Section 19: NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 30: W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 2, 3, and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 3:

All in Township 40 South, Range 13 East of the Willamette Meridian.

Section 1: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ less 3 acres formerly
reserved for school and two town lots mentioned in deed
recorded in Vol. 43 at page 325.
Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL 4:

All in Township 40 South, Range 14 East of the Willamette Meridian.

Section 19: W $\frac{1}{2}$ E $\frac{1}{2}$, all of E $\frac{1}{2}$ E $\frac{1}{2}$ lying West and South of County Road, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 30: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, Lots 3 and 4
Section 31: All
Section 32: W $\frac{1}{2}$

All in Township 41 South, Range 14 East of the Willamette Meridian.

Section 5: W $\frac{1}{2}$, W $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL 5:

A strip of land for construction, operation and maintenance of irrigation

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Vol. M

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.

Page 1 of 2.

EXHIBIT "A"

PARCEL 1:

All in Township 39 South, Range 12 East of the Willamette Meridian.

Section 11: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 13: SE $\frac{1}{4}$
Section 14: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: E $\frac{1}{2}$, E $\frac{1}{2}$ N $\frac{1}{2}$
Section 24: All
Section 25: All
Section 26: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 36: E $\frac{1}{2}$, E $\frac{1}{2}$ N $\frac{1}{2}$

PARCEL 2:

All in Township 39 South, Range 13 East of the Willamette Meridian.

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Lot 4)
Section 19: NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 30: W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 2, 3, and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 3:

All in Township 40 South, Range 13 East of the Willamette Meridian.

Section 1: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ less 3 acres formerly reserved for school and two town lots mentioned in deed recorded in Vol. 43 at page 325.
Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL 4:

All in Township 40 South, Range 14 East of the Willamette Meridian.

Section 19: W $\frac{1}{2}$ E $\frac{1}{2}$, all of E $\frac{1}{2}$ E $\frac{1}{2}$ lying West and South of County Road, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 30: E $\frac{1}{2}$, E $\frac{1}{2}$ N $\frac{1}{2}$, Lots 3 and 4
Section 31: All
Section 32: W $\frac{1}{2}$

All in Township 41 South, Range 14 East of the Willamette Meridian.

Section 5: W $\frac{1}{2}$, W $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL 5:

A strip of land for construction, operation and maintenance of irrigation ditch or canal which was conveyed to W. D. Campbell by Johnson Stock Co. by deed dated September 19, 1952, and recorded September 30, 1952, in Book 257 at page 91, Klamath County, Deed Records.

PARCEL 6:

All in Township 41 South, Range 13 East of the Willamette Meridian.

Section 1: Lot 1, S $\frac{1}{2}$ NE $\frac{1}{4}$, North 678 feet of N $\frac{1}{2}$ SE $\frac{1}{4}$ and the portions of Lots 2 and 3 lying Southeasterly of the Langell Valley Irrigation District Canal.

PARCEL 7:

All in Township 38 South, Range 15 East of the Willamette Meridian.

Section 16: E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 31: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 32: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 34: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

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PARCEL 3:

All in Township 39 South, Range 15 East of the Willamette Meridian.

Section 3: Lots 3 and 4 (N $\frac{1}{2}$ NW $\frac{1}{4}$) and SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 4: Lots 1, 2, 3 & 4 (N $\frac{1}{2}$ N $\frac{1}{2}$), SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 5: W $\frac{1}{2}$, NE $\frac{1}{4}$
 Section 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 8: NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 9: NE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 17: E $\frac{1}{2}$ W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

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EXCEPTING THEREFROM that portion of Sections 5 and 6, Township 41 South, Range 14 East of the Willamette Meridian, of the above described property, conveyed to Johnson Stock Company, an Oregon corporation, by deed recorded October 7, 1952, in Deed Vol. 257 page 167, records of Klamath County, Oregon;

ALSO FURTHER EXCEPTING that portion of said Sections 5 and 6, Township 41 South, Range 14 East of the Willamette Meridian, as set forth in deed to W. D. Campbell, et ux., by deed recorded December 10, 1945, in Deed Vol. 183 page 7, records of Klamath County, Oregon, as follows:

Excepting a 3 acre tract described as follows: Beginning at the Northwest corner of SE $\frac{1}{4}$ of Section 5, Township 41 South, Range 14 East of the Willamette Meridian; thence South 1 chain, more or less, to the center of County Road running Easterly; thence East and South 20 chains; thence North to a point due East of the point of beginning; thence West to the point of beginning;

Further Excepting from said Sections 5 and 6, Township 41 South, Range 14 East of the Willamette Meridian, that portion conveyed to Charles W. Kilgore, et al., by deed recorded June 8, 1953, in Deed Vol. 261 page 247, records of Klamath County, Oregon, as follows:

All of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 41 South, Range 14 East of the Willamette Meridian, lying North of the centerline of the Old Grohs Ranch Road, but excluding all of that portion of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5 lying North of the Road where it has been relocated in part, it being the intention of the parties that said Grohs Ranch Road as originally established and still apparent on the ground, including the disused portions thereof, shall be the South boundary of this parcel;

ALSO EXCEPTING THEREFROM that portion conveyed to Johnson Stock Co., an Oregon corporation, by deed recorded March 29, 1954, in Deed Vol. 266, page 186, records of Klamath County, Oregon, as follows:

That portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 41 South, Range 14 East of the Willamette Meridian, described as follows: Starting at the Southwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Said Section 5; thence North along the boundary line between the W $\frac{1}{2}$ and the E $\frac{1}{2}$ of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 for a distance of 150 feet; thence West and parallel with the South boundary of Section 5 a distance of 50 feet; thence South 150 feet to said South boundary of Section 5; thence East 50 feet along said South boundary of Section 5 to the place of beginning;

EXCEPTING THEREFROM that portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 25, Township 39 South, Range 12 East of the Willamette Meridian conveyed to Eugene W. Wilkinson by deed recorded April 26, 1906, in Deed Vol. 20 page 62, records of Klamath County, Oregon;

EXCEPTING THEREFROM a certain tract set forth in deed recorded in Deed Vol. 7 page 30, records of Klamath County, Oregon, and being one acre tract conveyed to the Baptist Church in Section 36, Township 39 South, Range 12 East of W.M.

Together with 25 HP Century motor, Serial #54168 with Aurad pump, Serial #A-166; 15 HP U. S. Electric motor, Serial #3121805, with open empeller pump, L & B pump, Serial #28549; 100 HP Uniclosed motor, Serial #1376207, with Worthington pump, Serial #7442940; 50 HP General Electric motor, Serial #CF2133440, with Peerless pump, Serial #333625; or any replacements thereof; all of which are hereby declared appurtenant thereto.

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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 \$ 550,000.00, 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 April, 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 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 continuance of any default hereunder, the mortgagee shall have the right for into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents 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 laws of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration 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, successors and assigns of the respective parties hereto.

Gary E. Randall and Nancy Randall, husband and wife; Wayne L. Fahsholtz and Fahsholtz, husband and wife; Douglas G. Kirby and Susan R. Kirby, husband and wife; Buddy E. Kness and Debra R. Kness, husband and wife, join in this mortgage for the purpose of subjecting any right, title or interest which they may have in the mortgaged premises to the lien of the said mortgage, but do not assume any personal liability for the debt secured hereby.

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

Taylor Grazing for 1305 AUMs.
Fremont National Forest for 125 cattle from July 16 to September 30
and 200 cattle from June 16 to September 30.

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 and deliver to the mortgagee 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 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 foreclosure of this mortgage they will waive all claims for preference in any of such rights or claims for demand from the purchaser of the mortgaged property at foreclosure sale, or any 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 separate from the other. Any leases, permits, licenses and/or privileges which the mortgagors, 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 May 2, 1971.

CIRCLE FIVE RANCH, INC.

By Louis Randall

Attest: Maurice Randall

Grazing Rider No. 1

Form FLB 559

nant or nonappurtenant to said mortgaged premises by the United States or the State or any waived to mortgagee.

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

The covenants and agreements hereinafter contained shall bind the mortgagors to the order of the mortgagee, with interest as provided for in said note, first day of April, 2008 per cent per annum.

right and lawful authority to convey and each of the mortgagors will warrant and persons whomsoever, and this covenant shall

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

on said premises in good repair; to complete on, including improvements to any existing buildings and other improvements now or in a husbandlike manner any building, structure or the cutting of timber from said premises in a husbandlike manner, using approved methods of irrigated, cultivated, sprayed, pruned and cared permit the use of said premises for any use or all water rights now or hereafter appurtenant

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

risks in manner and form and in such compliance; to pay all premiums and charges on all policies affecting the mortgaged premises, and that all insurance whatsoever affecting the mortgagee, with a mortgagee clause in favor of and proceeds of any loss under any such policy in such manner as it may elect.

domain, the mortgagee shall be entitled at the remaining portion, to be applied by the mortgagee.

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

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

owing out of the debt hereby secured, or any act or protect the lien hereof, the mortgagors in connection with said suit, and further agree 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 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.

Gary E. Randall and Nancy Randall, husband and wife; Wayne L. Fahsholtz and Judith R. Fahsholtz, husband and wife; Douglas G. Kirby and Susan R. Kirby, husband and wife; and Buddy E. Kness and Debra R. Kness, husband and wife, join in this mortgage for the purpose of subjecting any right, title or interest which they may have in the mortgage security, to the lien of the said mortgage, but do not assume any personal liability for the payment of the debt secured hereby.

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:

Taylor Grazing for 1305 AUMs.
Fremont National Forest for 125 cattle from July 16 to September 30
and 200 cattle from June 16 to September 30.

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 foreclosure 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 May 2 19 73.

CIRCLE FIVE RANCH, INC.

By Louis Randall President
Attest: Marcia Kautz Secretary
Vice President

Grazing Rider No. 1

Form FLB 559

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appurtenant to said mortgaged
United States or the State or any
mortgagee.

ding private roads, now or here-
lighting, heating, cooling, venti-
or hereafter belonging to or used
tenant to said land; and in case
ditches or other conduits for
sewerage or any other purpose.

agreed to be a lien on the
to the mortgagee,
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assessments upon water
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all premiums and charges on all
affecting the mortgaged premises,
all insurance whatsoever affect-
mortgagee clause in favor of and
any loss under any such policy
her as it may elect.

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

ents herein contained, then the
able or not) may, at its option,
doing shall draw interest at the
out demand, and, together with

venants or agreements hereof, or
ny portion of said loan shall be
pt, by the written permission of
ecial assessment district, then, in
ecome immediately due without
uch option in any one or more
uch option upon or during the

the debt hereby secured, or any
t the lien hereof, the mortgagors
with said suit, and further agree
uch sums shall be secured hereby

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

CIRCLE FIVE RANCH, INC.

Louis Randall
Louis Randall

By Louis Randall
President

Marion Randall
Marion Randall

Attest: Marion Randall
Secretary

Gary E. Randall
Gary E. Randall

Douglas G. Kirby
Douglas G. Kirby

Nancy Randall
Nancy Randall

Susan R. Kirby
Susan R. Kirby

Wayne L. Fahsholtz
Wayne L. Fahsholtz

Buddy E. Kness
Buddy E. Kness

Judith R. Fahsholtz
Judith R. Fahsholtz

Debra R. Kness
Debra R. Kness

STATE OF Oregon

On 5-24-73, before me personally appeared

County of Clatsop ss.

Louis Randall, Marion Randall, Gary E. Randall, Nancy Randall, Buddy E. Kness ~~XXXXXX~~
mk ~~XXXXXX~~

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 April 23, 1974

On 5-24-73, before me personally appeared

STATE OF Oregon

County of Clatsop ss.

Wayne L. Fahsholtz, Judith R. Fahsholtz, ~~XXXXXX~~

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 April 23, 1974

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COUNTY OF Klamath }
 STATE OF Oregon } ss.

On this 24th day of May A.D. 1973 before me, a Notary Public in and for the above named County and State, personally appeared Louis Randall and Marion Randall to me known to be the President and Vice President respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

George L. Manning
 Notary Public for the State of Oregon
 Residing at Klamath Falls, Oregon

STATE OF Wash }
 County of Stichovich } ss.

On May 16, 1973 before me personally appeared

Debra R. Kness, Douglas G. Kirby and Susan R. Kirby

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 8-23-75

STATE OF Washington)
 County of King) ss.

On May 17, 1973, before me personally appeared

Debra R. Kness, Douglas G. Kirby and Susan R. Kirby

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.

Chris A. Marshall
 NOTARY PUBLIC

My Commission Expires 11-22-75

STATE OF OREGON, {
 County of Klamath {
 Filed for record at request of

KLAMATH COUNTY TITLE CO

on this 30 day of May A.D. 19 73
 at 2:33 o'clock PM, and duly
 recorded in Vol. M 73 of MORTGAGES
 Page 6520

Wm D. MILNE, County Clerk

By Hazel Hazel Deputy

Fee \$ 11.00

Return
 Federal Land Bank
 P.O. Box 148
 Klamath Falls, Oregon
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