

A-23114
FLB 666 (Rev. 2-73)

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Vol. 773 Page 7497

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day
of May, 1973,

FLB
LOAN 151860-0
Recorded _____
at _____ o'clock
Page _____
Auditor, Clerk or Recorder _____

Vincil L. Rentle and Barbara A. Rentle, 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:

All in Township 36 South, Range 14 East of the Willamette Meridian

PARCEL 1:

Section 20: That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwesterly of Sprague River.
Section 28: Beginning at a point where the Southerly right of way of the Klamath
Falls-Lakeview Highway intersects the Westerly line of Section 28; thence
South along said section line 900 feet to a point; thence East 660 feet
to a point; thence North 330 feet to a point; thence East to a point
on the Southerly right-of-way of Klamath Falls-Lakeview Highway; thence
Northwesterly along said Highway to the point of beginning; ALSO
including that portion of the W $\frac{1}{2}$ of Section 28 lying between the O. C. &
E. Railroad and the Klamath Falls-Lakeview Highway.
Section 29: All land lying Northerly of the Klamath Falls-Lakeview Highway; EXCEPT
THE FOLLOWING: NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$,
N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, and That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:
Beginning at the intersection of the East line of the Ivory Pine County
Road with the Northerly line of the Klamath Falls-Lakeview Highway; thence
North along the East line of the Ivory Pine Road to the North line of said
Section 29; thence East along said North line a distance of 775.0 feet;
thence South, parallel with the West line of said Section 29, to the Northerly
line of said Klamath Falls-Lakeview Highway; thence Northwesterly along
said Northerly line to the point of beginning.

PARCEL 2:

Section 20: SW $\frac{1}{4}$
Section 29: S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, except that portion lying Southwesterly of
Klamath Falls-Lakeview Highway; N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;

SAVING AND EXCEPTING THEREFROM, from both Parcels 1 and 2, that portion thereof lying within
the right of way of the Oregon-California & Eastern Railroad Company and that portion
thereof lying within the right of way of the Klamath Falls-Lakeview Highway.

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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 \$ 27,000.00, 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 October, 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 to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits of the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to appoint a receiver to collect the rents, issues and profits of the mortgaged premises. The 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 the State of Oregon, and the regulations of the Farm Credit Administration 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, administrators and assigns of the respective parties hereto.

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

Vincil L. Rentle
Barbara A. Rentle

STATE OF Oregon } ss.
County of Klamath

On June 1, 1973, before me

Vincil L. Rentle and Barbara A. Rentle,

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

NOTARY PUBLIC

My Commission Expires October

STATE OF

STATE OF OREGON; COUNTY OF KLAMATH; ss. Klamath County Title

Filed for record at request of _____
this 15 day of June, A. D., 1973, at 2:53 o'clock P. M., and due
Vol. M-73 of Mortgages on Page 7497

Fee 6.00

By Wm. D. Milne, County

Klamath Falls, Oregon
97601

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enant or nonappurtenant to said mortgaged
them by the United States or the State or any
waived to mortgagee.

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

ne covenants and agreements hereinafter con-
by the mortgagors to the order of the mortgagee,
with interest as provided for in said note,
first day of October, 2008
0 per cent per annum.

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

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

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

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

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

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

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

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

arge growing out of the debt hereby secured, or any
d to effect or protect the lien hereof, the mortgagors
penses in connection with said suit, and further agree
uring the title, and such sums shall be secured hereby

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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.

Vincil L. Rentle
Barbara A. Rentle

STATE OF Oregon } ss.
County of Klamath

Vincil L. Rentle and Barbara A. Rentle,

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.
Klamath County Title

Filed for record at request of _____
this 15 day of June A. D., 1973 at 2:53 o'clock P. M., and duly recorded in
Vol. M-73 of Mortgages on Page 7497

Fee 6.00

By

WM. D. MILNE, County Clerk

Klamath Falls, Oregon
97601