

A-25961

FLB 666 (Rev. 2-73)

77864

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 8th day  
of May, 1973,

Melvin W. McCollum, a widower

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:

Vol. 12 Page 7641

FLB  
LOAN 151639-0

Recorded \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_  
Page \_\_\_\_\_

Auditor, Clerk or Recorder

The description of the real property covered by this mortgage consists of three pages  
marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 3  
PARCEL 1:

151639-0

The S $\frac{1}{2}$  of Section 36,

SAVING AND EXCEPTING all that portion of the W $\frac{1}{2}$  of W $\frac{1}{2}$  of SW $\frac{1}{4}$  of said  
Sec. 36 which lies Westerly from the Westerly boundary of the right of way  
of the Klamath Falls-Lakeview Highway and more particularly described as  
follows:

Beginning at the Southwesterly corner of said Sec. 36 and running  
thence North 0°23' East along the Westerly boundary of said Sec. 36, 2610  
feet, more or less, to its intersection with the Westerly boundary of the  
right of way of said Klamath Falls-Lakeview Highway; thence Southerly fol-  
lowing said right of way line 2625 feet, more or less, to its intersection  
with the Southerly boundary of said Sec. 36; thence West along said section  
boundary 51.3 feet, more or less, to the point of beginning.

The S $\frac{1}{2}$  of N $\frac{1}{2}$ , and NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 36,

SAVING AND EXCEPTING all that portion of the W $\frac{1}{2}$  of NW $\frac{1}{4}$  lying West  
of the Klamath Falls-Lakeview Highway, and also SAVING AND EXCEPTING there-  
from that portion conveyed to the State of Oregon by deed recorded in Vol.  
111 at page 201, and more particularly described as follows:

Beginning at a point on the Westerly right of way line of the Klamath  
Falls-Lakeview Highway, said point being 30 feet distant from (when measured  
at right angles to) the center line of said highway at Engineer's Station  
694 plus 53.1, said point being 636 feet South and 370 feet East of the  
Northwest corner of Sec. 36; thence North 76°24' West a distance of 150  
feet; thence North 13°36' East a distance of 290.4 feet; thence South 76°  
24' East a distance of 150 feet to the Westerly right of way line of said  
Klamath Falls-Lakeview Highway; thence South 13°36' West along said right  
of way line a distance of 290.4 feet to the point of beginning.

All in Township 33 South, Range 10 E.W.M.; and also

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All of Section 1,

SAVING AND EXCEPTING that portion of Lot 4 of said Section 1 which  
lies Westerly from the Westerly boundary of the right of way of the Klamath  
Falls-Lakeview Highway, and more particulraly described as follows:

Beginning at the Northwestern corner of said Section 1 and running  
thence South 1°28' East along the Westerly boundary of said Section 1, 304.5  
feet, more or less, to its intersection with the Westerly boundary of the  
right of way of the Klamath Falls-Lakeview Highway; thence North 8°03' East  
along said right of way boundary 307.7 feet to its intersection with the  
Northerly boundary of said Section 1, thence West along said Section boundary  
51.3 feet, more or less, to the point of beginning; and

The NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 12, EXCEPTING THEREFROM all that portion of the  
NW $\frac{1}{4}$  Sec. 12, Twp. 39 S. R. 10 E.W.M. lying South of a line 200 feet

The description of the real property covered by this mortgage consists of three pages marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

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151639-0

PARCEL 1:

The S $\frac{1}{2}$  of Section 36,

SAVING AND EXCEPTING all that portion of the W $\frac{1}{2}$  of W $\frac{1}{2}$  of SW $\frac{1}{4}$  of said Sec. 36 which lies Westerly from the Westerly boundary of the right of way of the Klamath Falls-Lakeview Highway and more particularly described as follows:

Beginning at the Southwesterly corner of said Sec. 36 and running thence North 0°23' East along the Westerly boundary of said Sec. 36, 2610 feet, more or less, to its intersection with the Westerly boundary of the right of way of said Klamath Falls-Lakeview Highway; thence Southerly following said right of way line 2625 feet, more or less, to its intersection with the Southerly boundary of said Sec. 36; thence West along said section boundary 51.3 feet, more or less, to the point of beginning.

The S $\frac{1}{2}$  of N $\frac{1}{2}$ , and NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 36,

SAVING AND EXCEPTING all that portion of the W $\frac{1}{2}$  of NW $\frac{1}{4}$  lying West of the Klamath Falls-Lakeview Highway, and also SAVING AND EXCEPTING therefrom that portion conveyed to the State of Oregon by deed recorded in Vol. 111 at page 201, and more particularly described as follows:

Beginning at a point on the Westerly right of way line of the Klamath Falls-Lakeview Highway, said point being 30 feet distant from (when measured at right angles to) the center line of said highway at Engineer's Station 694 plus 53.1, said point being 636 feet South and 370 feet East of the Northwest corner of Sec. 36; thence North 76°24' West a distance of 150 feet; thence North 13°36' East a distance of 290.4 feet; thence South 76°24' East a distance of 150 feet to the Westerly right of way line of said Klamath Falls-Lakeview Highway; thence South 13°36' West along said right of way line a distance of 290.4 feet to the point of beginning.

All in Township 33 South, Range 10 E.W.M.; and also

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All of Section 1,

SAVING AND EXCEPTING that portion of Lot 4 of said Section 1 which lies Westerly from the Westerly boundary of the right of way of the Klamath Falls-Lakeview Highway, and more particularly described as follows:

Beginning at the Northwestern corner of said Section 1 and running thence South 1°23' East along the Westerly boundary of said Section 1, 304.5 feet, more or less, to its intersection with the Westerly boundary of the right of way of the Klamath Falls-Lakeview Highway; thence North 8°03' East along said right of way boundary 307.7 feet to its intersection with the Northerly boundary of said Section 1, thence West along said Section boundary 51.3 feet, more or less, to the point of beginning; and

The NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 12, EXCEPTING THEREFROM all that portion of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 12, Twp. 39 S. R. 10 E.W.M., lying South of a line 200 feet due North of the centerline of Oregon Highway 66 and running parallel to said Highway to a point on the South boundary of said NW $\frac{1}{4}$ , which is 200 feet due North of said centerline, less all present existing rights of way.

Beginning at the NE corner of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 2, Twp. 39 S. R. 10 E.W.M., and running West to the Easterly right of way line of the Oregon California & Eastern Railroad; thence Southwesterly along said right of way to a point in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Sec. 11, which lies due North 375 feet from the centerline of Oregon Highway 66, which said point is 200 feet from, when measured at right angles to, the centerline of said highway; thence parallel to and 200 feet at right angles from said centerline to the Easterly boundary line of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Sec. 11, thence due North to point of beginning. ALSO that portion of the SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 12, lying North of the Klamath Irrigation District "E" Canal, less all existing rights of way.

Beginning at the NW corner of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 12, Twp. 39 S. R. 10 E.W.M., and running thence due South to the Northern right of way line of Klamath Irrigation District "E" Canal, thence Northeasterly along said right of way line 500 feet; thence Northeasterly to a point on the Northern boundary line of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , which point lies due East 990 feet from the point of beginning, thence due West 990 feet to the point of beginning.

All in Township 39 South, Range 10 East of the Willamette Meridian.

Initials: *WMC*



Description of the real property covered by this mortgage consists of three pages  
Exhibit "A" which is attached hereto and is by reference made a part hereof.

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151639-0

All of Section 5 in Twp. 39 S. R. 11½ E.W.M., EXCEPT Government Lot 1.

N½ of NE¼; NE¼ of NW¼ of Sec. 8, Twp. 39 S. R. 11½ E.W.M.

A piece or parcel of land situate in Lot 1, Sec. 6, Twp. 39 S. R. 11½ E.W.M.  
and more particularly described as follows:

Beginning at a point 30.3 feet West of the Southeast corner of said  
Lot 1, in the Westerly road right-of-way fence of the County Road running  
Northerly along the Easterly boundary of said Lot 1; thence North 0°09'½"  
East along said County Road right-of-way 866.9 feet; thence South 46°44'½"  
West 295.3 feet; thence South 29°10' West 759.6 feet to the South boundary  
of said Lot 1; thence Easterly along said Southerly boundary of Lot 1  
South 89°50'½" East 533.3 feet, more or less, to the point of beginning.

A parcel of land situate in Lots 2 and 3, Sec. 6, Twp. 39 S. R. 11½ E.W.M.,  
and more particularly described as follows:

Beginning at the Southwest corner of said Lot 3, thence South 89°  
50'½" East 1831.5 feet along the Southerly boundaries of said Lots 2 and 3  
to a point in the Southerly boundary of said Lot 2; thence North 60°10'  
West 959.2 feet; thence North 75°31' West 1031.2 feet to a point in the  
Westerly boundary of said Lot 3; thence along the Westerly boundary of said  
Lot 3 South 0°03' West 730.0 feet, more or less, to the point of beginning.

Government Lot 4 of Sec. 6, Twp. 39 S. R. 11½ E.W.M., EXCEPTING THEREFROM  
the following described parcel:

A piece or parcel of land situate in Lot 4, Sec. 6, Twp. 39 S. R.  
11½ E.W.M., and more particularly described as follows:

Beginning at the Northwesterly corner of said Lot 4, thence along  
the Northerly boundary of said Lot 4 South 39°50'½" East 549.4 feet to the  
Northeasterly corner of said Lot 4; thence South 0°03' West 511.0 feet;  
thence North 57°25' West 651.0 feet to the Westerly boundary of said Lot  
4; thence North 0°07' East 161.9 feet, more or less, to the point of  
beginning.

The S½ of NE¼ of Sec. 6, Twp. 39 S. R. 11½ E.W.M., EXCEPTING THEREFROM  
the following described parcel:

A piece or parcel of land situate in the S½ of NE¼ of Sec. 6, Twp.  
39 S. R. 11½ E.W.M., and more particularly described as follows:

Beginning at a point North 89°50'½" West 613.6 feet from the North-  
east corner of SE¼ of NE¼ of said Sec. 6; thence South 29°10' West 269.4  
feet; thence South 85°39'½" West 603.2 feet; thence North 86°05' West 569.7  
feet; thence North 29°33' West 278.9 feet; thence North 60°10' West 3.4  
feet to a point on the Northerly boundary of the S½ of NE¼ of said Sec. 6;  
thence South 89°50'½" East 1449.4 feet, more or less, to the point of  
beginning.

Government Lot 5, SE¼ of NW¼; E½ of SW¼, SE¼ of Sec. 6, Twp. 39 S. R. 11½  
E.W.M.

The S½ of NE¼, and SE¼ of Sec. 32, Twp. 38 S. R. 11½ E.W.M., EXCEPTING  
THEREFROM those portions conveyed for right of way of the Oregon, California  
& Northeastern Railway Company by deeds recorded on page 596 of Vol. 47  
and on page 261 of Vol. 87.

Also the SE¼ of NE¼, the NE¼ of SE¼ of Sec. 31, Twp. 38 S. R. 11½ E.W.M.,  
and the S½ of NW¼ and SW¼ of Sec. 32, Twp. 38 S. R. 11½ E.W.M.

SAVING AND EXCEPTING THEREFROM the parcels deeded for railroad pur-  
poses in deeds recorded in Book 47 page 587 and Book 51 at page 490, and  
also SAVING AND EXCEPTING therefrom that portion sold by Calvin Lawson Hunt  
to Earle C. Smith, et ux., by deed deeded April 20, 1946 and recorded Dec-  
ember 11, 1946, in Book 199 page 425, as follows, to-wit: All that portion  
of the SE¼ of NE¼ of Sec. 31, Twp. 38 S. R. 11½ E.W.M., lying between the  
Klamath Falls-Dairy Highway and the right of way of the Oregon, California  
& Northeastern Railway west of the Oden County Road and extending to the  
West line of said SE¼ of NE¼.

Initials: WV

MORTGAGE  
AND BANK OF SPOKANE, a corporation  
called the Mortgagee, the following described real estate in the  
Klamath County, State of Oregon

option of the real property covered by this mortgage consists of three pages  
Exhibit "A" which is attached hereto and is by reference made a part hereof.

Page 3 of 3  
Parcel of land lying in the NW $\frac{1}{4}$  of Section 32, Twp. 33 South, Range 11 $\frac{1}{2}$  E.W.M., described as follows:

Beginning at the Southeast corner of said Sec. 32; thence North 0 $^{\circ}$  01' 30" East 3935.4 feet to a point at the intersection of the South right-of-way of the Klamath Falls-Lakeview Highway; thence South 89 $^{\circ}$  25' West 2652.6 feet along the South right-of-way of said highway to a point which is the true point of beginning for this tract; thence South 0 $^{\circ}$  00' 15" West 474.4 feet to a point; thence South 39 $^{\circ}$  25' West 307.4 feet to a point; thence North 00 $^{\circ}$  35' West 474.2 feet to a point; thence North 89 $^{\circ}$  25' East 312.4 feet to the true point of beginning.

PARCEL 2:

The SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , the S $\frac{1}{2}$  of NW $\frac{1}{4}$ , the SW $\frac{1}{4}$  and the W $\frac{1}{2}$  of SE $\frac{1}{4}$ ; all in Section 33, Township 33 South, Range 11 $\frac{1}{2}$  E.W.M., Klamath County, Oregon.

LESS AND EXCEPTING those portions lying within the rights of way of the O.C. & E. Railroad and the Klamath Falls-Lakeview Highway.

Together with a 50 H.P. electric U.S. Motors Serial No. 676930 with a turbine Johnson pump Serial No. 15100; 50 H.P. electric U.S. Motor Serial No. 668616 with a turbine Johnson pump Serial No. 15227; 75 H.P. electric Fair Banks Morris motor Serial No. F143662 with a turbine Fair Bank Morris pump Serial No. PN949; 60 H.P. electric Fair Banks Morris motor Serial No. PS1228 with a turbine Fair Banks Morris pump Serial No. PR6605; 500 feet of 12 inch steel; 40 feet of 10 inch buried steel mainline; and any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Initials: WML



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 \$ 360,000.00, 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 July, 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 the appointment of 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 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.

Should the interest of any of the parties to this mortgage be transferred by any instrument of conveyance, or by operation of law, without the written consent of the mortgagee, then the mortgagee at its option may declare the entire indebtedness hereby forthwith due and payable. All sums remaining unpaid shall bear interest at the rate of 10% per annum from the date of such declaration.

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

STATE OF Oregon  
County of Klamath ss.

Melvin W. McCollum

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

George L. Martin  
NOTARY PUBLIC  
My Commission Expires April 1, 1973

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co

this 18th day of June A. D., 1973 at 4:29 o'clock P.M., and duly recorded

Vol. M 73, of MORTGAGES on Page 7641

FEES \$ 12.00

WM. D. MILNE, County Clerk

By George L. Martin

My Commission Expires

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7645

ise, appurtenant or nonappurtenant to said mortgaged renewed to them by the United States or the State or any assigned or waived to mortgagee.

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

formance of the covenants and agreements hereinafter con- note made by the mortgagors to the order of the mortgagee, with interest as provided for in said note, ble on the first day of July, 2008 all paid at 10 per cent per annum.

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

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

er existing on said premises in good repair; to complete built thereon, including improvements to any existing molishment of buildings and other improvements now or good and workmanlike manner any building, structure or cut or permit the cutting of timber from said premises ex- good and husbandlike manner, using approved methods of properly irrigated, cultivated, sprayed, pruned and cared not to use or permit the use of said premises for any un- ary to preserve all water rights now or hereafter appurte-

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

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

of eminent domain, the mortgagee shall be entitled at amages to the remaining portion, to be applied by the r as it shall elect.

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

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

by charge growing out of the debt hereby secured, or any defend to effect or protect the lien hereof, the mortgagors al expenses in connection with said suit, and further agree r insuring 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.

Should the interest of any of the parties to this mortgage be transferred by voluntary instrument of conveyance, or by operation of law, without the written consent of the Mortgagee, then the Mortgagee at its option may declare the entire indebtedness secured hereby forthwith due and payable. All sums remaining unpaid shall bear interest at the rate of 10% per annum from the date of such declaration.

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

STATE OF Oregon } ss.  
County of Klamath

Melvin W. McCollum

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.

On 5-14-73, before me personally appeared  
George L. Milne  
NOTARY PUBLIC  
My Commission Expires April 23, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co  
this 18th day of June A. D., 1973 at 4:29 o'clock P.M., and duly recorded in  
Vol. M 73, of MORTGAGES on Page 7641

FFB \$ 12.00

WM. D. MILNE, County Clerk  
By Wazil Dray  
My Commission Expires \_\_\_\_\_

97601