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28-5445

FEDERAL LAND BANK MORTGAGE

Vol. 73 Page 10586FLB
LOAN 152702-0Recorded _____ o'clock
at _____ Page _____
Auditor, Clerk or Recorder _____KNOW ALL MEN BY THESE PRESENTS, That on this _____ 1st day
of _____ August _____, 19 73,Wolfgang F. Kettenburg and Donna Lee Kettenburg, 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 one page marked
Exhibit "A" which is attached hereto and is by reference made a part hereof.

EXHIBIT "A"

The following described real property in Klamath County, Oregon:

All Lots 17, 18, 23, 24, 25, 26, 31 and 32 in Section 7, Township
36 South, Range 11 East of the Willamette Meridian; Lots 1 to 16
(both numbers inclusive) in Section 18, Township 36 South, Range
11 East of the Willamette Meridian; Lots 19, 20 and 22, lying
Northeasterly of the Northeasterly right of way line of the Sprague
River Highway in Section 18, Township 36 South, Range 11 East of the
Willamette Meridian;EXCEPTING 17.83 acres deeded to Oregon California & Eastern Railway
Company for right of way by deed recorded in Book 80 at page 432
and Book 90 at page 474, Deed Records of Klamath County, Oregon,AND ALSO EXCEPTING THEREFROM a strip of land 60 feet wide conveyed
to Klamath County for road purposes by deed dated November 26, 1928,
recorded April 23, 1929 in Book 85 at page 617, Deed Records of
Klamath County, Oregon.Together with a 30 H.P. Fairbanks Morse motor, Serial No. F93019, and a Fairbanks
Morse turbine pump, Serial No. PF10208; a 30 H.P. U. S. motor, Serial No. 135413,
and a Vertiline turbine pump, Serial No. D9270; and any replacements thereof; all
of which are hereby declared to be appurtenant thereto.Initials: WFK DLK

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 \$ 96,000.00, 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 December, 2008. All payments not made when due shall bear interest thereafter until paid at 10 per cent per annum.

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 upon 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 may cause a receiver to be appointed 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 Administration Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full.

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

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

STATE OF Oregon }
County of Klamath } ss

Wolfgang F. Kettenburg and Donna Lee Kettenburg.

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 OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins
this 10 day of Aug A. D., 19 73 at 11:06 o'clock a M., and du
Vol. M-73 of Mortgages on Page 10586

fee 6.00

WM. D. MILNE, County

By Karel Dwan

appurtenant or nonappurtenant to said mortgaged
 ed to them by the United States or the State or any
 gned or waived to mortgagee.

appurtenances, including private roads, now or hereafter, and all plumbing, lighting, heating, cooling, ventilation and other fixtures, now or hereafter belonging to or used by the said owner, and all rights, now or hereafter declared to be appurtenant to said land; and together with all other rights, now or hereafter evidenced, and all ditches or other conduits, rights or appurtenances, now or hereafter declared to be appurtenant to said premises or any part thereof, or

made by the mortgagors to the order of the mortgagee,
_____, with interest as provided for in said note,
on the first day of December, 2008
paid at 10 per cent per annum.

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

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

existing on said premises in good repair; to complete build thereon, including improvements to any existing buildings and other improvements now or hereafter made in a neat and workmanlike manner any building, structure or improvement; to cut or permit the cutting of timber from said premises exposed in a good and husbandlike manner, using approved methods of logging; to properly irrigated, cultivated, sprayed, pruned and cared for any trees on or about said premises; not to use or permit the use of said premises for any unlawful purpose; to preserve all water rights now or hereafter appurtenant to said premises;

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

and such other risks in manner and form and in such compliance with the mortgagee; to pay all premiums and charges on all such insurance policies affecting the mortgaged premises, and to maintain and keep in force such insurance policies; and that all insurance whatsoever affecting the mortgaged premises shall be effected in favor of and to the benefit of the mortgagee, with a mortgagee clause in favor of and to the benefit of the mortgagee, and that the mortgagee shall receive the proceeds of any loss under any such policy of insurance, and that the mortgagee shall be secured in such manner as it may elect.

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

the covenants or agreements herein contained, then the mortgagee (or its assigns) may, at its option, cause to be paid by the mortgagor in so doing shall draw interest at the rate of _____ per annum on the principal amount so advanced by the mortgagee without demand, and, together with the principal amount so advanced, shall be paid by the mortgagor to the mortgagee or its assigns.

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

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

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

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

STATE OF Oregon
County of Klamath } ss.

Wolfgang F. Kettenburg and Donna Lee Kettenburg,

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

On August 9, 1973, before me personally appeared

NOTARY PUBLIC

My Commission Expires October 30, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

STATE OF OREGON; COUNTY OF KLEMAITH; Transamerica Title Ins
 Filed for record at request of _____
 this 10 day of Aug A. D., 1973 at 11:06 o'clock a M., and duly recorded in
 Vol. M-73, of Mortgages on Page 10586
 WM. D. MILNE, County Clerk

Vol. M-73, of Mortgages on Page 1000
WM. D. MILNE, County Clerk

fee 6.00

By WM. D. MILNE, County Clerk
Hazel Dugan

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