MORTGAGE FORM

Vol.<u>7977</u> Page 16451

## MORTGAGE

A-23504 The MORTGAGORS RUTH H. TEASDEL, a single woman, and GAYLE TEASDEL WANEY, married woman, who acquired title as Gayle A. Teasdel, and LYNNE TEASDEL HOWN KELLEY, a married woman, who acquired title as Lynne T. Ashdown artigage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the marrigage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the marrises and property situate in the County of Klewsth and State of Oregon to with fremises and property situate in the County of Klemath

The following described real property situate in klamath County, Oregon:

Township 30 South, Rance 8 East of the Willawatte Meridian

Section 2: NAMES and SHEMES

Township 38 South, Rance 8 East of the Williamette Meridian

Section 35: All that portion of said section lying South and West of the Orindale Draw State Highway 38.

Section 26: Wa

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E Saction 20: SWESNE

Section 34: SEA, EASING, HWY, WHEEK, SHANEA

Section 27: All

Section 22: All, except portion of NEXNEX lying North and East of the following described line: Beginning at the Northeast councy of Lot 3 of said Sec. 22, thence Morth 1435 feet to the center of "Neck"; thence North 38°51! West 4145 feet following Heck to intersection with North-South center line of Sec. 15, Also excepting the NASWANEA

Section 15: We, and the portion of SEt lying South and West of the following line: Beginning at the Northeast corner of Lot 3 of Sec. 22; thence North 1435 fast to the center of "Neck"; thouse N. 33'51' W. 4145 feet following Nack to intersection with North-South center line of sald Sec. 15.

Section 10: SASWA

Section 28: SEASEA, MASEA, Bank, and the portion of Wall& north of Government Meander Line through said Sec. 28; NEX

Section 221 433

Section 16: All

Section 9: SUSA; NULSNA

Section 29: The portion of NEWNEY North of Covernment Meander Line through Sec. 29

Section 20: The portion of SE% North of Government Meander Line; portion of Wh North and East of Covernment Meander Line, and White

Section 36: All that portion of said section lying South and West of the Orindane Braw State Highway

MORTGAGE FORM	93 MORTGAG	Vol. <u>mar.</u> Page 16451 E	

The MORTGAGORS RUTH H. TEASDEL, a single woman, and GAYLE TEASDEL WANEL a married woman, who acquired title as Gayle A. Teasdel, and LYNNE TEASDEL a married woman, who acquired title as cayle A. Teasdel, and LINNE TEADLEL ASHDOWN KELLSY, a married woman, who acquired title as Lynne T. Ashdown hortgage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the so of the State of Connecticut, hereinafter called the MORTGAGEE, the following described real estate, and State of Organ to with members and property situate in the County of Klewath remises and property situate in the County of Klamath

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The following described real property situate in klamath County, Oregon:

Township 39 South, Range 8 East of the Willamatte Meridian

Section 2: NAMES and SURNER

Township 38 South, Rance 8 East of the Williamoute Meridian Section 35: All that portion of said section lying South and West of the Orindale Draw. State Highway 38.

Section 26: Wa

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Md

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Section 20: SMASH& R

Soction 34: SEX, CASUR, HWY, MARK, SUMMER

Section 22: All, except portion of NEWNER lying North and East of the Section 27: All ALL, except portion or rearrantlying north and nast of the following described line: Beginning at the Northeast corner of Lot 3 of said Sec. 22, thence North 1635 feet to the center of Whech"; thence Worth 38°51! West 6445 feet following Neck to intermediate with Northefouth center line of Sec. 15 Also

to intersection with North-South center line of Sec. 15, Also Section 15: W2, and the portion of SEt lying South and West of the following Was and the portion of the typing bouch and vest of the rollewing line: Beginning at the Northeast corner of Lot 3 of Sec. 22; thence North 1435 feet to the center of "Neck"; thence N. 38°51' W. 4145 feet following Mack to intersection with North-South

center line of said Sec. 15.

Section 28: SEASEL, NASEL, RENNE, and the portion of Manua north of Section 10: SASHA Government Meander Line through said Sec. 28; NEX

Section 21: All

Section 16: All

Section 9: SHSS; MWESNE Section 29: The portion of NEWE& North of Covernment Heander Line

Section 20: The portion of SE& Morth of Government Meander Line; portion through Sec. 29 of Wh North and East of Covernment Meander Hine, and NES

Section 36: ALT that portion of said section lying South and West of the Orindate Braw State Highway

MORTGAGE FORM

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## MORTGAGE

H-23504 The MORTGAGORS RUTH H. TEASDEL, a single woman, and GAYLE TEASDEL WANEY, a married woman, who acquired title as Gayle A. Teasdel, and LYNNE TEASDEL a married woman, who acquired title as dayle as tessuel, and Links LEASURE ASHDOWN KELLEY, a married woman, who acquired title as Lynne T. Ashdown nortgage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the we of the State of Connecticut, hereinafter called the MORTGAGEE, the following described real estate, we of the State of Connecticut, hereinafter called the MORTGAGEE, the following described real estate, remises and property situate in the County of Klamath

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Mesterly to a point on the easterly end of the Crossdike between the Caledonia and Wocus tracts, which point is 2621 feet West of the Section line common to Secs. 7 and 3; thence South 24° West 100 feet; thence North 66° West 1000 feet, more or less, to the Westerly end of the crossdike; thence North 24° East 200 ficen; thence North 66° West 50 feet to the center of the Caledonia Canai in the SEXNW% of Sec. 7; thence northerly along the center line of In the organize of one. 7, choice notherly along the center hand of said Caledonia Canal to intersection of said center line with the Next boundary of Lot 3, Sec. 6, Tup. 33 S.R. 8 E.N.M.; thease South along the West boundary of Lot 3, continuing South along the West boundary of Lot 4 for said for the thease continuing the West boundary of Lot 4 in said Sec. 6; thence continuing South along the West boundaries of Lots 4 and 5 in Sec. 7, 200. 28 S.R. 8 E.W.M. to the intersection of the West boundary of Lot 5 with the Easterly boundary of the old State Nighway \$421 in 8236 of Sec. 7; thence Southwesterly along said easterly boundary of the old State Highway #421 to its intersection in Lot 6 with the Fost line of the WallaSH, of Sec. 7; thence South 0°16' Most 975 fort, more or less, to the South Line of HW2SW2 of Sec. 7; which point is 660 feat cast of the Southwest corner of Lot 6; thence South 20 361 East 403.9 feet to a moundar point in Lot 7, Sec. 7, thereas following the Government Meander line southerly and easterly to the intersection of said Meander Line with the South Line of Sec. 7; thence East along the South line of Sec. 7 to the point of beginning;

SAVING AND EXCEPTING from any of the above described real property any portions lying within the boundaries of the State Highway.

ALSO SAVING AND EXCEPTING that portion conveyed to State of Oregon, by and thru its State Highway Commission by Deed Recorded September 12, 1967, in Volume M67 page 7067, Microfilm records of Klamath County, Oregon.

### PARCEL 2:

PLEANE ADMINAL

The North half of the North half of the Southwest quarter of the Northeast quarter of Section 22 Township 39 S., R. 8 E.W.M.

### PARCEL 3:

The South half of the North half of the Southwest guarter of the Northeast guarter of Section 22 Township 3° S., R. 8 E.V.M.

MORTGAGE FORM

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## MORTGAGE

The MORTGAGORS RUTH H. TEASDEL, a single woman, and GAYLE TEASDEL WANEY, a married woman, who acquired title as Gayle A. Teasdel, and LYNNE TEASDEL ASHDOWN KELLEY, a married woman, who acquired title as Lynne T. Ashdown anortgage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the mortgage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the aws of the State of Connecticut, hereinafter called the MORTGAGEE, the following described real estate, and State of Organ to with remises and property situate in the County of Klamsth

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together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including all rents; royalties, bonuses and benefits under any existing or future oil, gas or mineral or other leases; all easements and rights of way; all rights of dower and homestead; and all contingent rights in and to said premises; all water, water rights, whether riparian, appropriative or otherwise and whether or not appurtenant, all ditch rights, and any shares of stock evidencing any such water or ditch right, and

All leases, permits, allotments, licenses and privileges, whether or not appurtenant, from the United States or the State of Oregon, or any Department or other agency of either for the purpose of grazing, pasturing or feeding livestock on any of the public lands of the United States or the State of Oregon, and

All buildings and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; and all pumps, pumping stations, motors, switch boxes and transformers, engines, machinery, reservoirs, pipes, flumes, and other equipment used for the production of water on said premises or for the irrigation or drainage thereof.

This Mortgage secures the payment of a loan of One Million Five Hundred Thousand and No/100

- - - Dollars [\$1,500,000.00 together with interest thereon, and such additional sums, all as evidenced by a certain promissory note of even date herewith, signed by the Mortgagors and payable to the order of the Mortgagee at its principal office in the City of Hartford, County of Hartford and State of Connecticut. The maturity date of said note, and of this

. This mortgage secures any and all additional future

mortgage is January 1, 1994 advances that may be hereafter made. The said Mortgagors for themselves, their heirs, legal representatives, veudees and assigns, do hereby cove-nant, agree and stipulate to and with the Mortgagee, its successors and assigns that:

nant, agree and stipulate to and with the Wortgagee, its successors and assigns that. 1. At the delivery hereof the said **above named Mortgagors** are the lawful owners of the said real estate and premises in fee simple absolute and are entitled to the possession thereof, that they have the right to mortgage same, that the said lands and premises are free and clear of all thereof, that they have the right to mortgage same, that the said lands and premises are free and clear of all encumbrances and charges whatsoever, and that the Mortgagors will and their heirs, executors, administrators, vendees and assigns shall forever warrant and defend the title to the said premises against all claims whatsoever, and the Mortgagors hereby further covenant and agree that the lien created by this instrument is a first and prior and the above described lands and improvements.

2. They will pay said note according to its terms. L.849 Rev. 11-65 PRINTED IN U.S.A. (Over)

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3. They will furnish and leave with the Mortgagee, during the existence of this loan and all renewals thereof, complete title evidence which shall become the property of the purchaser at any foreclosure sale. 4. They will keep the said lands and improvements free from all encumbrances and liens or claims for liens of whatsoever nature and to protect and defend the title and possession of the said premises to the end that this mortgage shall be and remain a first lien on the said premises until the indebtedness hereby secured shall be fully paid

5. The Mortgagee shall be subrogated to the lien, though released of record, of any prior encumbrances on the said premises paid or discharged from the proceeds of the loan represented by the aforesaid promissory note.

6. The Mortgagors will pay all real property taxes and assessments levied or assessed against the mortgaged premises on or before the due date of any installment thereof.

7. They will keep, during the existence of this mortgage, all buildings and improvements erected and to be rected upon the said premises continuously insured against such hazards and in such amounts as may be required by Mortgagee, in a company or companies satisfactory to Mortgagee, and all policies of insurance without exception and of whatsoever nature and of whatever amount taken out on the said improvements or fixtures thereto attached, during the existence of the debt hereby secured, shall be constantly pledged, assigned and, with a proper mortgage during the existence of the Mortgagee attached thereto, delivered as issued and with the premiums fully paid to the clause in favor of the Mortgagee, at its option, may apply any insurance proceeds to the indebtedness hereby secured or to Mortgagee. Mortgagee, at its option, may apply any insurance proceeds to the indebtedness hereby secured or to Mortgagee. They will promptly and uncersingly comply with all laws ordinances regulations and requirements of

8. They will promptly and unceasingly comply with all laws, ordinances, regulations and requirements of any governmental body affecting the said mortgaged premises and the use of the same.

9. They will maintain all buildings, structures and improvements now or hereafter erected upon the said 9. They will maintain all buildings, structures and improvements now or hereafter erected upon the said land in sound condition and in good repair and the land in a high state of cultivation and productivity, and neither to commit nor permit waste. The Mortgagors agree that if any improvements be under construction, they will promptly complete the same and they further agree to do no act whatsoever whereby the premises hereby mort-gaged shall become less valuable. The Mortgagors in the agree to observe at all times the best practices as to seed selection, crop rotation, weed control, fertilizing the soil, drainage, prevention of erosion, and pasture maintenance, and to adopt approved scientific practices and methods which have been demonstrated to be practicable to the end that the fertility, productivity and worth of these lands and premises will be increased from year to year.

that the fertility, productivity and worth of these lands and premises will be increased from year to year.

If any default be made by the Mortgagors in the prompt discharge of any liens or encumbrances, or in the prompt payment of any of the aforesaid taxes, assessments, impositions or charges, or in the procuring and training of insurance, as above provided, or in making of proper repairs to or the proper maintenance of the maintaining of notice, pay and discharge such liens or encumbrances, pay such taxes, assessments, impositions or charges, procure such insurance and pay the premiums therefor, make such repairs and maintain the said or charges, procure such insurance and pay the premiums therefor, make such repairs and maintain the said use and payable to the Mortgagee with interest at the rate of the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under the mortgage and secured hereby, all without prejudice to the right of the Mortgage to declare the entire principal balance and accrued interest thereon immediately due and payable by reason of the Mortgagor's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgage's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgage's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgage's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgagor's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgage's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgage's default and balance and accrued interest thereon immediately due and payable by reason of the Mortgage's default and balance and accrued interest thereon immediately due and pa

11. In the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgage may, without notice to the Mortgagors, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Mortgagee or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in anywise affecting the covenants, conditions or lien of this mortgage or the original liability of the Mortgagors on the note secured hereby either in whole or in part.

12. In the event of sale of the mortgaged premises or any part thereof, or alteration, repair, addition or removal of any building or structure now or hereafter on the said lands and premises without the prior written consent of the Mortgagee, the entire principal balance under the aforesaid note and interest accrued thereon shall, at the election of the Mortgagee, become immediately due and payable without notice and this mortgage may be foreclosed.

13. Mortgagors expressly hereby assign to the Mortgage any and all leases now or hereafter in effect upon the said real property and premises or any part thereof, and further hereby expressly assign to the Mortgages and versions and revenues from the said real property and premises or any part thereof, and further hereby expressly assign to the Mortgages hereby expressly and irrevocably authorize and empower the Mortgage, its agents or attorneys, in the event of default expressly and irrevocably authorizes and empower the Mortgage, its agents or attorneys, in the event of default in the performance of any of the provisions, covenants, agreements and/or conditions of this mortgage, and during; the continuance of such default or while the said premises are used for unlawful purposes, at its election and wither out notice to the Mortgagors or their successors in interest, and as the appointed agent of the Mortgagors and their successors in interest, to take immediate possession of and maintain full control and management over the lands and or any portion of the premises in the name of the Mortgagors or their successors in interest on such terms as the deduct the cost thereof from the rents, to receive all rents and income from the lands and premises and issue or pay the customary charges for thus managing the property, and may then apply the net remaining income in any sums or advances or any portion of the indebtedness becurd hereby, and then render any overplus so culpated any sums or advances or any portion of the indebtedness becurd hereby, and then render any overplus so culpated by the fort and applied; and it is further expressly any sums or advances or any portion of the indebtedness becurd hereby, and then render any overplus so culpated by the fort and applied; and it is further expressly any sums or advances or any portion of the indebtedness becurd hereby, and then render any overplus so culpated by the fort and applied; and it is further expressly any sums or advances or any portion of the indebted

14. Mortgagors hereby assign to Mortgagee all sums paid or damages awarded for or by reason of any taking, condemnation or acquisition during the existence of this mortgage, whether or not by litigation, by any competent authority, person or corporation, of title to or any interest in all or any part of the above described real property. Mortgagee to apply such amounts as it chooses to the indebtedness hereby secured and to pay any amount not so Mortgagers to Mortgagors, but such application or payment shall not cure or waive any default hereunder or invalidate applied to Mortgagee taken upon any default.

Time is material and of the essence hereof and if default be made in the payment of the debt hereby

15. Time is material and of the essence hereof and if default be made in the payment of the debt hereby secured or any installment thereof, or interest, or in the performance of any of the other covenants herein contained, or if a proceeding under any bankruptcy, receivership or insolvency law be instituted by or against any of the Mortgagors, or if any of the Mortgagors make any assignment for the benefit of creditors, then and in such or any of said cases, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured shall, at Mortgagee may apply such sums or any part thereof held by it in trust to pay taxes or assessments or insurance to reduce the indebtedness secured.

or retard such to

condemnation or acquisition during the existence of this mortgage, we authority, person or corporation, of title to or any interest in all or an Mortgagee to apply such amounts as it chooses to the indebtedness h applied to Mortgagers, but such application or payment shall not cure any acts of Mortgagee taken upon any default.

hereby assign to Mortgagee all sums paid or da

sure proceedings.

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16. Mortgagee's failure to exercise, or its waiver of any right or option or of any default, shall not be deemed a waiver of any future right, option or default.

a warver of any nuture right, option or default. 17. In any suit to foreclose this mortgage, or in any suit or proceeding in which Mortgagee is obliged to defend or protect the lien hereof, or in which Mortgagee is a party and the above described real property or any part thereof is the subject matter thereof, including but not limited to suits to quiet title or for condemnation or partition of the whole or part of said property, or any interest therein, Mortgagers agree to pay to Mortgagee all costs and a reasonable sum as attorneys' fees, including all such costs and reasonable attorneys' fees incurred in any appeal to any appellate court, and further agree to pay such reasonable costs of searching records and abstract-ing the same as may necessarily be incurred in foreclosing this mortgage or defending the same, or participating in any suit or proceeding above referred to, which sum shall be secured hereby and included in any decree of foreclo-sure. In the absence of any such suit or proceeding and in case of default, Mortgagors agree to pay such necessary expenses, including reasonable attorneys' fees, incurred by Mortgagee in making collection of delinquent pay-ments or curing any other default.

18. Mortgagors further agree that a receiver may be appointed in any suit or proceeding to foreclose this mortgage without notice to Mortgagors and without regard to the adequacy of the security for the indebtedness or the solvency of Mortgagors or the presence of waste or danger of loss or destruction of the property, to possess, manage and control the real property above described and all buildings thereon and to collect the rents, issues and profits thereof.

19. Mortgagee may at any time without notice release all or any part of the above described real property from the lien hereof without affecting the personal liability of any person for the payment of the indebtedness hereby secured, or the lien hereof upon the remainder of the premises for the full amount of the indebtedness then remaining.

20. They hereby expressly consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

21. If Mortgagor is or becomes the owner of irrigable lands subject to and in excess of the land limitation provisions of the Federal Reclamation Laws and pursuant to the provisions thereof is required to designate part thereof as non-excess and part as excess lands, Mortgagors agree to designate the irrigable lands on the premises, or so much thereof as may be so designated within said limitation provisions, as non-excess lands. 99

22. All of the covenants and agreements herein contained shall run with the land and shall bind the heirs, executors, administrators, successors and assigns of the Mortgagors and shall inure to the benefit of the Mort-gagee's successors and assigns.

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(11) (M. J. K. (B.) 경험은 영경에서 나는

If this mortgage is executed by only one person or by a corporation, the plural reference to the Mortgagors shall be held to include and apply to the singular.

day of In Testimony Whereof, the said Mortgagor has hereunto set their hand and seal this 11th มุมหมายนติและกันวิธีแต่สีสมุทส์ไม่มี 1

Signed, Sealed and Delivered in the presence of

Wayle Teaded Schey, a married woman who appress JUG sta (caopui rea 行的时代的 化物理性 的复数 ine ments is the contract of the nit. u

行政的政策的任何任何问题

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(SEAL) 3

(Individual Acknowledgment) 16457 SS: COUNTY OF ALAMEDA Lanne **da**ard re 1.411 This certifies that on this 3rd day of December, 1973, before me, the undersigned, a Notary Public for said State, personally appeared the within named Buth H. Teasdel, a single woman, and Gayle Teasdel Waney, a married woman Multiple the within instrument, and acknowledged known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the purposes therein expressed. In Testimony Whereof, I have hereunto set my hand and official seal the flay and your last above written OFFICIAL SEAL BY COMPICIAL SEAL ROSALYN I. TULLY NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY By Commission Expires Apr. 17, 1876 STATE OF OREGON Notary Public for QuerorCalifornAa Rosalyn I. Tully My commission expires: 4/18/76 (Corporate Acknowledgment) SS: STATE OF CALIFORNIA COUNTY OF MARINO 17 1473 before me, the undersigned, a Notary Public in and for said County and State, personally appeared LYNNE TEASDEL ASHPOWN KELLEY known to me OFFICIAL SEAL Richard C. Gregory K subscribed to the within GALIFO she instrument and acknowledged that WITNESS my hand and official se .executed the PRINCIPAL OFF My Commission Expires Fabruary 23, 1975. RICHARD C. GREGORI Name (Typed or Printed) If executed by ration the Corporation of Ack nust be used ....urance Company state Investment Department 1. Washington Street 1. Oregon 97205 Q. China 8 TRAVELERS INSURANCE MORTGAGE OREGON 3 1956L Farm 2 ë Iravelera 1 Estate In Teasdel Record and return No. Real Estat 707 S.W. W Fortland, ÷. Loan 1-65 Ē Rev. THE  $\mathbf{The}$ Ruth 649 ar. (dal) 11 (F) ( . . .  $\dot{c}$   $\dot{c}$   $\dot{c}$ Se paintan 16 1119 15 all diary 915 -73 Chief. Cleri E. and ទំពី ចំន Seres. Mortgage 201110 aitti c: o'cleck P Title Dec. . 5 Ъ, request County a Witt of on a M73 the state of the f Klamath on this 27cHay uf an their freedor of the Fliad for record at K1 amath 4:08 r corded in Vol. 1645 to programme the second second second second Solution in the and a matalant A receiver of the protocol e, 9 County STATE B 5 te 365