

A-23953
FLB 666 (Rev. 2-73)

87423

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 31st day
of October, 19 73,

Circle Five Ranch, Inc., an Oregon corporation; Louis

Randall and Marien Randall, husband and wife; Gary E. Randall

and Nancy Randall, husband and wife; Wayne L. Fahsholtz and

Judith R. Fahsholtz, husband and wife; Douglas G. Kirby and

Susan R. Kirby, husband and wife; Buddy E. Kness and

Debra R. Kness, husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage
to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Wash-
ington, hereinafter called the Mortgagee, the following described real estate in the
County of Klamath, State of Oregon:

Township 38 South, Range 15 East of the Willamette Meridian
Section 32: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 39 South, Range 15 East of the Willamette Meridian
Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 4: Lots 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$,

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FLB
LOAN 151439

Recorded _____
at _____ o'clock _____
Page _____

Auditor, Clerk or Recorder

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, Dated 1st day of April 1973 for the principal sum of \$ 550,000.00, with interest as provided for in said note, being payable in instalments, the last of which being due and payable on the first day of April 1, 2008. All payments not made when due shall bear interest thereafter until paid at 10 per cent per annum.

MORTGAGORS COVENANT AND AGREE:

The mortgagors do hereby covenant, warrant and agree that the premises in fee simple, have good right and lawful authority to convey and

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;

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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 demolishment 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

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 to be appointed 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 payment of the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the provisions of the Farm Credit Administration Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full hereon. The provisions herein contained shall extend to and be binding upon the heirs, executors, administrators, assigns and assigns in law of the undersigned.

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

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

This mortgage is supplemental to that certain mortgage dated May 2, recorded in Book M-73 at page 6520 of the Mortgage Records of Klamath County, Oregon, instrument No. 76972, and is given as additional security for the payment of the debt secured hereby, and is and shall be considered for all intents and purposes as a part of the mortgage therein described and shall be considered for all intents and purposes as a part of the mortgage therewith.

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

CIRCLE FIVE RANCH, INC.

ATTEST: Marcus Randall
Secretary

CIRCLE FIVE RANCH, INC.

~~NO WORKERS UNDER 18 TO BE EMPLOYED~~

Louis Randall
Louis Randall

Marlene Randall
Marlene Randall

Gary E. Randall
Gary E. Randall

Nancy Randall
Nancy Randall

Wayne L. Fahsholtz
Wayne L. Fahsholtz

Judith R. Fahsholtz
 Douglas G. Kirby
 Susan R. Kirby
 Buddy E. Kness
 Debra R. Kness

COUNTY OF Klamath
STATE OF Oregon

On this 14th day of February A.D. 1974, before me, a Notary Public in and for the above named County and State, personally appeared L and Maxien Landolf to me known to be the President and Vice President respectively of the corporation that executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

and Marion Landell to me known to be the Secretary respectively of the corporation that executed foregoing instrument, and acknowledged the said instrument to be the act and deed of said corporation, for the uses and purposes thereof on oath stated that he was authorized to execute said instrument and is the corporate seal of said corporation.

NOTAR
My Commission Expires _____

NOTAR

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appurtenant or nonappurtenant to said mortgaged land to them by the United States or the State or any other person or persons or to be 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 in connection with said land; and together with all other appurtenances, and all ditches or other conduits, rights or interests in said premises or any part thereof, or in the land.

of the covenants and agreements hereinafter contained, made by the mortgagors to the order of the mortgagee, with interest as provided for in said note, on the first day of April 1, 2008 at 10 per cent per annum.

have good right and lawful authority to convey and warrant, and each of the mortgagors will warrant, and defend to effect or protect the lien hereof, the mortgagors legal expenses in connection with said suit, and further agree to insure the title, and such sums shall be secured hereby

existing on said premises in good repair and not to cut or permit the cutting of timber from said premises in a good and husbandlike manner, using approved methods of irrigation, cultivated, sprayed, pruned and cared for, and to use or permit the use of said premises for any other purpose than to preserve all water rights now or hereafter appurtenant to said premises, including assessments upon water appurtenant to or used in connection with said land, and to discharge any other encumbrance, charge or lien prior to the lien of this

such other risks in manner and form and in such commodity as the mortgagee shall elect. The mortgagee shall be entitled to the benefit of any insurance policy affecting the mortgaged premises, and that all insurance policies affecting the mortgaged premises, with a mortgage clause in favor of and to the mortgagee, shall be assigned to the mortgagee, and the proceeds of any loss under any such policy shall be paid to the mortgagee.

of eminent domain, the mortgagee shall be entitled to the benefit of any insurance policy affecting the mortgaged premises, and that all insurance policies affecting the mortgaged premises, with a mortgage clause in favor of and to the mortgagee, shall be assigned to the mortgagee, and the proceeds of any loss under any such policy shall be paid to the mortgagee.

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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, 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 defend to effect or protect the lien hereof, the mortgagors legal expenses in connection with said suit, and further agree to insure 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.

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

This mortgage is supplemental to that certain mortgage dated May 2, 1973, and recorded in Book M-73 at page 6520 of the Mortgage Records of Klamath County, Oregon, as instrument No. 76972, and is given as additional security for the payment of the debt therein described and is and shall be considered for all intents and purposes as one mortgage therewith.

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

ATTEST: Marion Randall Secretary

CIRCLE FIVE RANCH, INC.

By Louis Randall President

~~IN WITNESS WHEREOF, THE MORTGAGORS HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.~~

Louis Randall
Louis Randall
Marion Randall
Marion Randall
Gary E. Randall
Gary E. Randall
Nancy Randall
Nancy Randall
Wayne L. Fahsholtz
Wayne L. Fahsholtz

Judith R. Fahsholtz
Judith R. Fahsholtz
Douglas G. Kirby
Douglas G. Kirby
Susan R. Kirby
Susan R. Kirby
Buddy E. Kness
Buddy E. Kness
Debra R. Kness
Debra R. Kness

COUNTY OF Klamath
STATE OF Oregon

On this 14th day of February A.D. 1974, before me, a Notary Public in and for the above named County and State, personally appeared Louis Randall and Marion Randall to me known to be the President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Robert M. Sharp
Notary Public for the state of Oregon
Commission expires Oct 30, 1976

NOTARY PUBLIC
My Commission Expires _____

COUNTY OF Snohomish
STATE OF Washington

On this 3rd day of January, A. D. 1974, before me, a Notary Public in and for the above named County and State, personally appeared James R. Kelly

[illegible]

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

Notary Public for the State of Washington
Residing at Marysville

COUNTY OF King
STATE OF Washington

On this 7th day of January A.D. 19 74, before me, a Notary Public in and for the above named County and State, personally appeared Douglas G. Kishner to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

John M. Baker
NOTARY PUBLIC
10-21-75
My Commission Expires

County of KLAMATH)
) ss.
State of OREGON)

On this 15th day of January, 1974, before me, a Notary Public in and for the above-named County and State, personally appeared Louis Randall, Marien Randall, Garv E. Randall, Nancy Randall, Wayne L. Fahsholtz, Judith Fahsholtz, Buddy E. Kness and Debra R. Kness, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Paula M. Brattain
Notary Public for Oregon
My Commission expires: 9-2-75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

STATE OF OREGON; COUNTY OF Klamath
Filed for record at request of KLAMATH COUNTY TITLE CO
this 5th day of APRIL, A. D. 1936 at 3:36 o'clock P., and
duly recorded in Vol. M 74, of MORTGAGES on Page 4180.
W- D. MILNE, County Clerk

FREE \$ 8.00

Wm D. MILNE, County Clerk
By: Hazel Prosser

Let: Federal Land Bank
P.O. Box 148 - City