(2)Vol. 174 Page 6113 28-6442 / FLB VOL 194 FACE 734 FLB 666 (Rev. 12-/3) <u> 699954</u> 18946 155914-7 LOAN FEDERAL LAND BANK MORTGAGE Recorded o'clock , Page. KNOW ALL MEN BY THESE PRESENTS, That on this _____ 9th ____ of _____ May _____, 19 -74 -___ Auditor, Clerk or Recorder 18946 Lelco, Inc., an Oregon corporation, and Leonard Lundgron, allana. Marina m a married man dealing in his sole and separate property, STATE OF CRIGON + # # County of Deschutes I hereby cartify then the within instru-ment of writing was received for Record the 14 day of May A.D. 1909 at 7.3.50 clock A M., and recorded in Book 194 on Page 734 Records Mentgugae) ROSEMARY PATTERSON Couply Clerk Acces Includics toputy hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to nerematter caned the Mortgagors, hereby grant, bargain, sett, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Klamath, Crook, Lake and State of Oregon By Lucie The description of the real property covered by this mortgage consists of five pages marked Exhibit "A" which is attached hereto and is by reference made a part hereof. 2 B EXHIBIT "A" FLB No. 155914-7 Page 1 of 5 KLAMATH COUNTY LANDS Township 25 South, Range 6 East of the Willamette Meridian Section 13: Eli Section 24: NE^{1}_{42} , $E^{1}_{2}W^{1}_{2}$, $N^{1}_{2}SE^{1}_{4}$, $SW^{1}_{4}SE^{1}_{4}$ 00 Section 25: NW'4, SE'4SW'4 Township 25 South, Range 7 East of the Willamette Meridian 6114 Section 18: Lots 1, 2, 3 and 4 LAKE COUNTY LANDS VOL 194 FAGE 735 计算错 Tre de Township 23 South, Range 21 East of the Willamette Meridian 行的 192 Section 24: NW4NW4 Township 23 South, Range 22 East of the Willamette Meridian Section 7: SE¹/₄ يې د کې 1 Section 17: N'2NW'2, SW'2NW'4 2 Section 18: NEWNER · · · · · · Section 34: SE4SE4 Township 24 South, Range 22 East of the Willamette Meridian and and a second 15 Section 2: Lot 4, SWIANWIZ, WI2SWIA Section 3: Lot 1, SE¹4NE¹4, NE¹4SE¹4 Section 7: N¹2 Section 9: E¹i Section 13: N¹₂SW¹₂, SW¹₄SW¹₄ Section 14: SE4SE4 Section 15: S¹2 Section 19: E¹₂SE¹₄ Section 20: W_2^1 Section 22: N¹2, SE¹4SE¹4 Section 23: NEL. WaSW's Section 26: N¹2NW¹2, SW¹2NW¹2, SW¹2, SE¹2SE¹2 Section 27: E¹2NE¹4, S¹2 Section 28: SE¹4 Section 29: All Section 30: ElaNE's Section 32: ElaNEL, NWANEL, NELANWA Section 33: N¹2 Section 34: N¹z Section 35: N¹2NE¹z, NW¹z, NW¹zSW¹z CT - T **MARKE** Township 24 South, Range 23 East of the Willamette Meridian Section 30: Lots 2, 3, E¹₂SW⁴, W¹₂SE¹₄, SE¹₄SE¹₄ Section 31: NEIANEIA, Lots 2, 3 and 4, SEIANWIA, ElaSWIA, WIJSEIA Section 32: WISNWIA, SEIANWIA, NEIASWIA, WIJSEIA Section 34: WigSE4, SE4SE4 Sec. 1 . A. Section 35: SW14SW14 Township 25 South, Range 23 East of the Willamette Meridian St 12 11 Section 2: Lot 4, SW4NW4 Section 3: Lot 1, SELENE's Section 4: Lot 2, SWANEL, SANWA, E2SW2, W2SEA

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S. a married man dealing in his sole and separate property, STATE OF CREGON County of Deschutes I hereby certify that the within instrument of writing was received for Record the 14 day of Muy A.D. 19 10001 at 9.350'clock A M., and recorded in Book 194 on Page 734 Records ROSEMARY PATTERSON County Clerk of By , -----Deschutes --The description of the real property covered by this mortgage consists of five pages marked Exhibit "A" which is attached hereto and is by reference made a part hereof. 19.1 1 EXHIBIT "A" FLB No. 155914-7 A ----Page 1 of 5 KLAMATH COUNTY LANDS Township 25 South, Range 6 East of the Willamette Meridian Section 13: E^{1}_{2} Section 24: NE4, $E^{1}_{5}W^{1}_{2}$, $N^{1}_{2}SE^{1}_{4}$, $SW^{1}_{4}SE^{1}_{4}$ Section 25: NW14, SE14SW14 Township 25 South, Range 7 East of the Willamette Meridian 6114 Section 18: Lots 1, 2, 3 and 4 LAKE COUNTY LANDS VOL 194 FAGE 735 Parcel No. 1: Township 23 South, Range 21 East of the Willamette Meridian Section 24: NW¹4NW¹4 1175 ----Township 23 South, Range 22 East of the Willamette Meridian - 47 Section 7: SE¹4 Section 17: N¹2NW¹4, SW¹4NW¹4 <u>_</u> Section 18: NE¹4NE¹4 • Section 34: SE4SE4 Township 24 South, Range 22 East of the Willamette Meridian Section 2: Lot 4, SW¹₂NW¹₄, W¹₅SW¹₄ Section 3: Lot 1, SE¹₂NE¹₄, NE¹₅SE¹₄ Section 7: N_2^1 Section 9: E¹2 Section 13: $N^{1}_{2}SW^{1}_{4}$, Section 14: $SE^{1}_{4}SE^{1}_{4}$ SW4SW4 Section 15: S'2 Section 19: ELSEL 國際的 Section 20: Wis Section 22: N¹2, SE4SE4 Section 23: NE¹4, W¹2SW¹4 Section 26: N¹2NW¹4, SW¹4NW¹4, SW¹4, SE¹4SE¹4 X Section 27: EliNE¹4, S¹5 Section 28: SE¹4 Section 29: All Section 30: El2NEL Section 32: E¹2NE¹2, NW¹2NE¹2, NE¹2NW¹2 Section 33: N¹2 Section 34: N¹2 Section 35: N¹₂NE¹₄, NW¹₄, NW¹₄SW¹₄ Section 36: NE¹4 Township 24 South, Range 23 East of the Willamette Meridian 24 South, Range 23 East of the Willamette Meridian Section 30: Lots 2, 3, $E_{2}SW_{4}$, $W_{2}SE_{4}$, $SE_{4}SE_{4}$ Section 31: NE₂NE₄, Lots 2, 3 and 4, $SE_{4}NW_{4}$, $E_{2}SW_{4}$, $W_{2}SE_{4}$ Section 32: $W_{2}NW_{4}$, $SE_{4}NW_{5}$, $NE_{4}SW_{4}$, $W_{2}SE_{4}$ Section 34: $W_{2}SE_{4}$, $SE_{4}SE_{4}$ Section 34: $W_{2}SE_{4}$, $SE_{4}SE_{4}$ Section 35: SW14SW14 Township 25 South, Range 23 East of the Willamette Meridian Section 2: Lot 4, SWaNWa 12 Section 3: Lot 1, SE¹4NE¹4 Section 4: Lot 2, SiviaNE'4, S'2NW'4, E'2SW'4, W'2SE'4 Township 24 South, Range 22 East of the Willamette Meridian Section 10: SW4, SW4SE4 Section 14: N'SNW42, SW4NW42, SE¹2NW42, SW42, SW48SE¹4 Section 15: $N^{1}s$ NA, Initials NC 12 11 1 19.1 Sec. 1 CANE. S. Y. W. K. P. Margar Property Station nine grad P. - #6

LPD NO. TODATA-1 VOL 194 PAUL 733 Section 17: NW4 Section 18: All Section 19: Lots 1, 2, E¹₂NW¹₄, NE¹₄SW¹₄, NW¹₄SE¹₄ ⁶115 Section 20: SE4 Section 21: W12SW4 Section 23: N¹2NW¹2 Section 28: WigNWig, SWig Section 8: SW1 Township 24 South Range 21 East of the Willamette Meridian Section 11: NW¹zSE¹4, S¹zSE¹4 Section 12: S¹₂SW¹₄, SW¹₄SE¹₄ Section 13: NW¹₄NW¹₄, SE¹₄SE¹₄ Section 14: NELANEL Section 24: NE4NE4 Township 23 South, Range 22 East of the Willamette Meridian Section 34: $SE^{1}_{4}NE^{1}_{4}$, $NE^{1}_{4}SE^{1}_{4}$ Section 35: $S^{1}_{2}NW^{1}_{4}$, SW^{1}_{4} Township 23 South, Range 22 East of the Willamette Meridian Section 14: SW¹/₃SE¹/₄ Parcel No. 3: Section 23: NW4NE4 Section 24: NW4SW4 Township 23 South, Range 23 East of the Willamette Meridian Section 18: SE4SE4 Township 23 South, Range 22 East of the Willamette Meridian Section 32: S¹₂NE¹₄, SE¹₄ Section 33: SW¹₄NW¹₄, SW¹₄ Township 24 South, Range 22 East of the Willamette Meridian Section 4: Lot 4, S¹₂NW¹₄, NE¹₄SW¹₄ Section 5: E¹2NE¹4 Parcel No. 5: Township 24 South, Range 21 East of the Willamette Meridian Section 2: S¹₂SW¹₄ Section 10: $S_{12}^{12}SE_{4}^{12}$ Section 11: NW4NE4, $S_{2}^{12}NE_{4}^{12}$, NW¹₄, $W_{2}^{12}SW_{4}^{12}$ Section 13: NE4, $E_{2}^{12}NW_{4}^{13}$, $N_{2}^{12}SE_{4}^{12}$ Section 15: N¹2NE¹4 Parcel No. 6: Township 24 South, Range 21 East of the Willamette Meridian Section 11: E¹2SW¹4 Section 13: SW_4NW_4 , $N_1^1SW_4^1$, $SE_4^1SW_4^1$, $SW_5SE_5^1$ Section 14: $W_2^1NE_4^1$, $SE_4^1NE_4^1$, $N_2^1NW_4^1$, $SW_4^1NW_4^1$, $NW_2^1SW_4^1$, $NE_4^1SE_4^1$ Section 15: SELINEL4 Township 24 South, Range 22 East of the Willamette Meridian Section 17: E¹2, SW¹4 Parcel No. 7: Township 23 South, Range 21 East of the Willamette Meridian Section 13: SE¹4 Section 24: NE^{1}_{4} , $E^{1}_{2}SE^{1}_{4}$ Section 25: NE¹4NE¹4 Township 23 South, Range 22 East of the Willamette Meridian Section 19: SE¹4SW¹4 Section 30: Lots 1 and 2, E12NW4 Initials,

Page 3 01 J DESCHUTES COUNTY LANDS Section 2: W2SW4 Section 3: Lot 1, also being NE4NE4; Lot 2, also being NW4NE4; S ¹ 2NE ¹ 4; SE ¹ 4 Section 10: NE ⁴ 4NE ⁴ 4, E ¹ 2SE ¹ 4 Section 11: NW4NW4; S ¹ 2NW4, S ¹ 2NE ⁴ 4, S ¹ 2 Section 12: S ¹ 2 Section 13: N ¹ 2, SE ¹ 4 Section 14: NW ⁴ 4, NE ⁴ 4, N ¹ 2SW ⁴ 4 Section 16: All Section 16: All Section 16: All Section 17: Lot 1, also being NE ⁴ 4NE ⁴ 4; Lot 2, also being NW ⁴ 4NE ⁴ 5; Lot 3, also being NE ⁴ 4N ¹ 45; Lot 4, also being NW ⁴ 4NE ⁴ 5; Lot 3, also being NE ⁴ 4N ¹ 45; Lot 4, also being NW ⁴ 4N ⁴ 5, S ¹ 45W ⁴ 4	
 Section 11: All Section 13: All Section 13: All Section 13: Lot 1, also being NW48W42; Lot 2, also being SW48W42, E48W42; Lot 3, also being NW45W42; Lot 4, also being SW48W42, E48W42; Section 19: Lot 1, also being NW48W42, Lot 2, also being SW48W42, E48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, E48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, NE48W42; Lot 3, also being NW48W42, Lot 4, also being SW48W42, SW42; NE48W42; Lot 3, Section 35: S48542; Section 36: All Township 20 South, Range 20 East of the Willamette Meridian Section 1: Lots 3 and 4, S48W52; SW42, W428E44 Section 1: Lots 1, 2, 3, and 4 Section 11: W42 	
Section 12: All Section 13: N ¹ ₂ SW ¹ ₄ , SW ¹ ₄ SW ¹ ₄ , SE ¹ ₄ Section 14: W ¹ ₂ Section 15: That portion of the SE ¹ ₄ lying East of Van Lake County Road, as now located and constructed. Section 22: SE ¹ ₄ SW ¹ ₄ , and that portion of the SE ¹ ₄ NW ¹ ₄ and N ¹ ₂ SW ¹ ₄ lying East of Van Lake County Road, as now located and constructed. Section 23: S ¹ ₂ NW ¹ ₄ , SW ¹ ₄ Section 24: NE ¹ ₄ , NE ¹ ₄ NW ¹ ₄ , S ¹ ₂ NW ¹ ₄ , NW ¹ ₂ SW ¹ ₄ , E ¹ ₂ SE ¹ ₄ Section 26: N ¹ ₂ NN ¹ ₄ , SW ¹ ₄ SW ¹ ₄ , SE ¹ ₄ SW ¹ ₄ , SE ¹ ₄ SW ¹ ₄ , SE ¹ ₄ SW ¹ ₄ Section 35: N ¹ ₂ , N ¹ ₂ SW ¹ ₄ , SE ¹ ₄ SW ¹ ₄ , SE ¹ ₄ Township 20 South, Range 21 East of the Willamette Meridian Section 1: W ¹ ₂ SW ¹ ₄ , SE ¹ ₄ Section 2: E ¹ ₂ SW ¹ ₄ , SE ¹ ₄ Section 3: NE ¹ ₄ SW ¹ ₄ , S ¹ ₂ SW ¹ ₄	
Section 4: SE l_2 SW l_2 , S l_2 SE l_2 Section 7: Lots 2, 3, and 4, E l_2 SW l_2 , SW l_2 SE l_3 , E l_2 SE l_4 Section 8: S l_2 NE l_4 , S l_2 Section 9: N l_2 , N l_2 SW l_4 , SE l_4 SE l_4 Section 10: N l_2 , S l_2 SW l_4 , N l_2 SE l_4 Section 11: N l_2 Section 12: W l_2 NW l_4 , NE l_2 SW l_4 , NW l_2 SE l_4 Section 12: W l_2 SW l_4 Section 14: N w_{l_2} SW l_4 Section 15: All Section 16: All Section 17: NE l_4 , W l_5 , N l_2 SE l_4 , SE l_2 SE l_4 InitiaTS, I_1 C. A. A.	

Section 18: Lots 1, 2, 3, and 4, $E_{2}^{1}NW_{4}^{1}$, $NE_{4}^{1}SW_{4}^{1}$, E_{2}^{1} 6117 Section 10: LOTS 1, 2, 3, and 4, E-2008/4, NE4SW4, F Section 19: NE4/NE4, S12NE4, NE4/SW44, N12SE44, SE4/SE44 Section 20: N14, SE4/SW44, SE4/ Section 21: NW4/SW44, SW4/SW44 . VOL 194 FAUL 738 Section 22: NE¹₄NW¹₄ Section 27: SWIANEIA, SEIANWIA, SWIA, WI2SEIA Section 28: W¹2NE¹₂, N¹2NW¹₂, SE¹₄NW⁴₄, S¹₂ Section 29: $W_2NE_4^1$, NW_4^1 , $N_2^1SW_4^1$, $SE_4^1SW_4^1$, $SL_2SE_4^1$ Section 30: SE'ANE'A, W'2NE'A, E'2W'2, SE'A Section 31: $N_{2}^{1}NE_{4}^{1}$, $SW_{4}^{1}NE_{4}^{1}$, $E_{2}^{1}W_{2}^{1}$, SE_{4}^{1} Section 32: $NW_{4}^{1}NE_{4}^{1}$, $E_{2}^{1}NW_{4}^{1}$, S_{2}^{1} Section 33: $N_{5}NN_{4}^{1}$, $N_{2}^{2}SN_{4}^{1}$, Section 36: $N_{2}^{1}NE_{4}^{1}$, $NE_{4}^{1}NN_{4}^{1}$, $NE_{5}^{1}SE_{6}^{1}$, $S_{2}^{1}SE_{6}^{1}$ Township 20 South Range 22 East of the Willamette Meridain Section 2: N'2SW'4, SW'4SW'4 Section 3: SE'4NE'4, NE'4SE'4, S'2SE'4 Section 9: $SE^{1}4$ Section 10: $E^{1}2$, $SW^{1}4$ Section 11: WanW4, SW4 Section 14: WANEL, NWA, NASWA, SEASWA, SEA Section 15: E'sNE's, NWaNE's, W's, SE's Section 19: SE4SE4 Section 20: S¹₂SW¹₄ Section 22: All Section 23: NE¹4, NE¹4NW¹2, SW¹2, N¹2SE¹2, SE¹2SE¹2 Section 24: W¹2, SF¹4 Section 25: All A. 6. Section 26: $E_{2}^{i}E_{2}^{i}$, W_{2}^{i} Section 27: All Section 28: SliNiz, Slz Section 29: NWANEZ, S'ANEZ, W12, SEL Section 30: $E_2^{1}NE_4^{1}$ Section 32: E¹2, N¹2NW¹4 Section 33: All Section 34: All Section 35: ElisElis, Wiz, SW4SElia 1999 Section Jo: All Township 21 South, Range 21 East of the Willamette Meridian Section 1: Lots 2 and 3, S¹₅NW¹₄, NM¹₂SW¹₄ Section 2: SE¹₂NE¹₄, S¹₅NW¹₄, SW¹₅SE¹₄ Section 36: All Section 2: SEAREA, SEANWA, WA, POSEA Section 3: SEAREA, SEANWA, NELSWA, SEA Section 4: SW4, SEASEA Section 5: Lots 3 and 4, SW4NWA, W2SW4, SEASWA, SEA Section 6: Lots 1 and 2, SEANELS, ESEA Section 7: ElaNE4, NE4SE4 Section 8: N'2, N'2S'3, SE'4SW'4, S'2SE'4 Section 9: E'4NE'4, NW'5, SW'4SW'4 Section 10: W'3NE'4, N'2NW'7, SW'4NW'5 Section 11: Clarel Alart and and Section 11: SIANELA, NIANWIG, NELASWIG, SIASWIG, NIASELA Section 12: SW14NW14, N12SW14 Section 14: NW14, N12SW14 Section 15: SI2NI2, NI2SI2, SELSWA, SI2SEL Section 16: Ail Section 17: N_2NE_5 , E_2W_2 Section 21: SE¹4SE¹4 Section 22: NE¹4, E¹2NW¹4, NE¹2SW¹4, N¹2SE¹4 Section 23: SELNEL, ELSEL Initiater The Tit Section 25: SWIGNWIZ, NWIGSWIZ

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Section 26: EkNEk, NEKSEk 6118 Section 27: W12NW14 Section 28: NE4NE4, E4SW4 Section 1: SE_4SE_4 Section 2: Lots 1, 2, 3 and 4, S_5N_2 , SW_4 , W_2SE_4 Section 3: Lots 1, 3, and 4, S_2N_2 , N_2S_2 , S_2SW_4 Section 4: Lots 1, 2, 3, and 4, S_2N_2 , SE_4 Section 5: Lots 1 and 2, S_2NE_4 , NE_4SW_4 , N_2SE_4 , SE_4SE_4 Section 7: E_5NE_4 Township 21 South, Range 22 East of the Willamette Meridian Section 8: N¹₂, N¹₂S¹₂, SE¹₄SW¹₄, SW₄SE¹₄ Section 9: SW¹₄NW¹₄, NW¹₄SW¹₄ Section 10: El2SEL4 Section 11; NW4NE4, W12 Section 12: NE¹4NE¹4 Section 13: SE4SE4 Section 14: $N_2^1SW_4$, $W_2^1SE_4$, $SE_4^1SE_4$ Section 15: NE¹/₄NE¹/₄ Section 17: W₂NE¹/₄, E¹/₅W¹/₅ Section 22: NE%, SE4SE4 Section 23: El2NEL, SWI2NW2, W2SW2 Section 24: SWIANWIA, ElaSWIA, SEIA, NEIANEIA Section 26: WWW Section 27: E3E¹4, SW¹4NE¹4 Section 31: SINE¹4, SE¹4 Section 34: N¹4NE¹4, SE¹4, SE¹4 Section 35: M¹2NW¹2, SE¹4NK²4, NW²5W¹2 Section 26: $W_2^1W_2^1$ Township 21 South, Range 23 East of the Willamette Meridian Section 6: Lets 1, 2, and 7, SE4SW4, S42SE4 Section 7: Lots 1, El2NW4, NE4, NE45W42, W2SE4 Section 29: E¹2 Township 21 South, Range 24 East of the Willamette Meridian Section 7: All Section 10: $E^{1}_{2}E^{1}_{2}$, $NW^{1}_{4}NE^{1}_{4}$, $N^{1}_{2}NW^{1}_{4}$, $SW^{1}_{4}NW^{1}_{4}$, SW^{1}_{4} Section 17: All Section 19; All Section 21: All Section 29: All Section 31: All Together with a 75 HP G. E. Motor, Serial No. 6-12-106, with a Johnston turbine pump, Serial No. 230; a 75 HP Brook motor, Serial No. x193886, with a Murette centrifugal pump, no serial number; and 1320 feet, more or less, of 18 inch buried steel mainline; and any replacements thereof; all of which are hereby declared to be appurtenants thereto: : meter P.O. Boy 2577 Initigity - M.C. M.L. Redmond, OR 97756

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including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and This conveyance is intended as a mortgage secting the performance of the covenants and agreements intender contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgage, of even date herewith, for the principal sum of $\frac{1,250,000,00}{1,250,000,00}$, 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 ______ January, 2009_____. 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; to complete any building, structure or improvement being built or about to be built thereon, including improvements to any existing structures; not to remove of demolish or permit the removal or demolishment 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 andestroyed; 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 encombrance, charge or lien prior to the hen 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 torm and in such company of companies and in such amounts as shall be satisfactory to the newtgagee, 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 recents showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shallbe 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 mottgagee 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 mortgages (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, it 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 sent 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 it default be made in the payment of any of the sums hereby secured, or if the whole of 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 mortgagers 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 mongagee shall have the right for the interimentation 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.

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This mortgage and the note secured hereby are executed and delivered under and in accordance with the 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, a 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, execu successors and assigns of the respective parties hereto.

It is agreed that this mortgage, without affecting the validity as a real e is also executed and shall be construed as a "Security Agreement" under the Uniform Commercial Code granting to Mortgagee a security interest in the per collateral described herein and in addition to the rights and remedies provi Mortgagee shall have the rights and remedies granted by such Code; and reas when notice is requested, shall be five (5) days.

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortg additional security for the indebtedness described herein, certain grazing leases, per licenses and/or privileges, to-wit:

Taylor Grazing privileges for 10,828 AUM's.

mortgagors covenant and agree that they are the lawful owners and holders thereof they are free from encumbrance and have not been assigned; and mortgagors further and agree to procure renewals thereof upon or prior to their expiration date, to exe instrument deemed by the mortgagee necessary to effect an assignment or waiver of renewals to the mortgagee, and to pay all fees and charges, and to perform all acts necessary to preserve and keep in good standing all of said leases, permits, license privileges, and all renewals thereof; and they will take no action which would adv affect any of such rights or their preference status thereunder and that in the event closure of this mortgage they will waive all claims for preference in any of such rig demand from the purchaser of the mortgaged property at foreclosure sale, or any su such purchaser; and further agree that the lands covered by said leases, permits, l and/or privileges and renewals thereof, shall at all times be operated in conjunction lands hereby mortgaged, and that neither shall be transferred to any other person se from the other. Any leases, permits, licenses and/or privileges which the mortgage the consent of the mortgagee, shall substitute for those hereinabove mentioned, sha subject to the provision hereof. For any breach by mortgagors of any covenant or a in this paragraph contained, the mortgagee shall have the same rights and/or remed are available to it for the breach of any other covenant or agreement of the mortge this mortgage contained, including but not limited to the right to declare the entir debt due and payable.

This rider is attached to and made a part of mortgage to the Federal Land Bank of a corporation, executed by the undersigned, dated

Me Commission Expires

A. D. 1922, before me

COUNTY OF Action A. T. . STATE OF (Inigue

day of On this and for the above named County and State, personally appeared

to me known to be the Clanderad

Secretary respectively of the corporation that executed the within and for and acknowledged the said instrument to be the free and voluntary fict and deed of said uses and purposes therein mentioned, and each on oath stated that he was authorized to ment and that the seal affixed is the corporate seal of said corporation. IN WITNESS WHEREOF, I have bereunto net my hand and affixed my official first above written.

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STATE OF OREGON; COUNTY OF KLAMATH; 55. TRANSAMERICA TITLE INS. D this 15th day of MAY A. D., 19 74 at 1;35 o'clock P-Marand Filed for record at request of WM. D. MUNE CO

6119 VOL 194 FAGE 740

rtenant or nonappurtenant to said mortgaged premises, by the United States or the State or any department, ortgagee.

purtenances, including private roads, now or hereafter nd all plumbing, lighting, heating, cooling, ventilating, res, now or hereafter belonging to or used in connection opurtenant to said land; and together with all waters and tches or other conduits, rights therein and rights of way ny part thereof, or used in connection therewith.

the covenants and agreements hereinafter contained, and mortgagors to the order of the mortgagee, of even date interest as provided for in said note, being payable in _ . All payments January, 2009 nnum.

right and lawful authority to convey and mortgage the rtgagors will warrant and defend the same forever against shall not be extinguished by any foreclosure hereof, but

isting on said premises in good repair; to complete any including improvements to any existing structures; not to nd other improvements now or hereafter existing on said building, structure or improvement thereon which may be said premises except for domestic use; to maintain and methods of preserving the fertility thereof; to keep the d for: not to commit or suffer waste of any kind upon said bjectionable purpose; and to do all acts or things necessary ction with said premises.

s upon said premises, including assessments upon water to or used in connection with said land, and to deliver to , charge or lien prior to the lien of this mortgage to exist at

other tisks in manner and form and in such company or to pay all premiums and charges on all such insurance when affecting the mortgaged premises, with receipts showing nsurance whatsoever aftecting the mortgaged premises shall ise in favor of and satisfactory to the mortgagee. The ch policy which may be applied by the mortgagee upon the

ent domain, the mortgagee shall be entitled at its option to lining portion, to be applied by the mortgagee upon the

mants or agreements herein contained, then the mortgagee ind payable or not) may, at its option, perform the same in shall draw interest at the rate of 10 per cent per annum, and together with interest and costs accruing thereon, shall be

any of the covenants or agreements hereof, or if default be or any portion of said loan shall be expended for purposes the written permission of said mortgagee, or if said land or it district, then, in any such case, all indebtedness hereby /ithout notice, and this mortgage may be foreclosed; but the nces shall not be considered as a waiver or relinquishment of ne or any other default.

ge growing out of the debt hereby secured, or any suit which or protect the lien hereof, the mortgagors agree to pay a ection with said suit, and further agree to pay the reasonable sums shall be secured hereby and included in the decree of

agee shall have the right forthwith to enter into and upon the ares and profits thereof, and apply the same, less reasonable gagee shall have the right to the appointment of a receiver to s, issues and profits of said premises after default are hereby lebtedness herein described.

VOI 194 PAGE 741 6120

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.

It is agreed that this mortgage, without affecting the validity as a real estate mortgage, is also executed and shall be construed as a "Security Agreement" under the Oregon Uniform Commercial Code granting to Mortgagee a security interest in the personal property collateral described herein and in addition to the rights and remedies provided herein, Mortgagee shall have the rights and remedies granted by such Code; and reasonable notice, when notice is requested, shall be five (5) days.

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortgagee, as additional security for the indebtedness described herein, certain grazing leases, permits, licenses and/or privileges, to-wit:

Taylor Grazing privileges for 10,828 AUM's.

mortgagors covenant and agree that they are the lawful owners and holders thereof and that they are free from encumbrance and have not been assigned; and mortgagors further covenant and agree to procure renewals thereof upon or prior to their expiration date, to execute any instrument deemed by the mortgagee necessary to effect an assignment or waiver of such renewals to the mortgagee, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of said leases, permits, licenses, and/or privileges, and all renewals thereof; and they will take no action which would adversely affect any of such rights or their preference status thereunder and that in the event of foreclosure of this mortgage they will waive all claims for preference in any of such rights upon demand from the purchaser of the mortgaged property at foreclosure sale, or any successor to such purchaser; and further agree that the lands covered by said leases, permits, licenses and/or privileges and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged, and that neither shall be transferred to any other person separately from the other. Any leases, permits, licenses and/or privileges which the mortgagor, with the consent of the mortgagee, shall substitute for those hereinabove mentioned, shall be subject to the provision hereof. For any breach by mortgagors of any covenant or agreement in this paragraph contained, the mortgagee shall have the same rights and/or remedies as are available to it for the breach of any other covenant or agreement of the mortgagors in this mortgage contained, including but not limited to the right to declare the entire mortgage

This rider is attached to and made a part of mortgage to the Federal Land Bank of Spokane, a corporation, executed by the understanded dated a corporation, executed by the undersigned, dated <u>May 9</u> 11119.74

- William

My Commission Expres 12 1977 1977 On ______, before me personally appeared STATE OF. On this _____ day of _____ A. D. 19. 7, before me, a Notary Public in and for the above named County and State, personally appeared Second Young and State, personally and Galf. Character to me known to be the President and Secretary respectively of the corporation that executed the within and foregoing instrument, in and acknowledged the said instrument to be the free and voluntary det and deed of said corporation. For the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instru-ment and that the scal affixed is the corporate scal of said corporation.

nt and that the seal attixed 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 above written.

Notary Public for the State of Conguin Residing at Archanter

WILL D. MILNE, County Clerk

STATE OF OREGON; COUNTY OF KLAMATH: 55. TRANSAMENTOA TITLY 118. C

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Filed for record at request ci this 15th day of MAX A. D., 19 74 at 5:35 o'clock P. M., and duly recorded in



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VOI. 194 FACE 740 at to sale provide the sale of the s		of all rs, ;e,	
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intervention g on said chimay be intain affu o keep the d upon said gs necessary		6121 Vot 194 face 742	
form and in such company or stress on all such instructions when	IN WITNESS WIIEREOF, The mortgagors have hereunto set the Leonard Lundgren	ir hands the day and year first above written.	
remises, with receipts showing ag the mortgaged premises shall factory to the mortgagee. The bited by the mortgagee upon the shall be entitled at its option to ied by the mortgagee upon the		By: Attest: Secretäry, Jo Attest:	
contained, then the mortgagee tits option, perform the same in e of 10 per cent per annum, and costs accruing thereon, shall be reements hereof, or if default be	STATE OF <u>County of Defendence</u> County of <u>Defendence</u> Leonard Lundgren, to me known to be the person(s) described in and who executed the executed the same as (bis) they their) free act and deed.	On <u>109 19 19 74</u> , before me personally appeared he foregoing instrument, and acknowledged that (he) (she) (they)	
a shall be expended for purposes aid mortgagee, or if said land or ch case, all indentedness hereby gage may be foreclosed; but the as a waiver or relinquishment of ereby secured, or any suit which , the mortgagors agree to pay a		My Commission Expires before me personally appeared	
the agree to pay the reasonable sy and included in the decree of limith to enter into and upon the d apply the same, less reasonable the appointment of a receiver to premises after default are hereby	and Secretary respectively of the corporation and acknowledged the sold instrument to be the free a uses and purposes therein mentioned, and each on oath ment and that the seal affised is the corporate seal of IN WITNESS WHEREOF, I have hereunto set n first above written.	that executed the within and foregoing instrument, it is that executed the within and foregoing instrument, it is stated that he was authorized to execute said instru- said corporation. In hand and affixed my official scal the day and year is a state of the second sec	
	STATE OF OREGON; COUNTY OF KLAMATH: 55. Filed for record at request of TRANSAMERICA T this 15th day of MAY A. D., 19. 74 at E Vol. M. 74	Notary Public for the State of Cregers Residing at Reduced and the State of Cregers Residing at Reduced and the State of Cregers of Control of	
	Vol. 15.14	WM. D. MILNE. County Clerk	