

92566

FLB 666 (Rev. 12-73)

88-7257

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 26th day
of August 1974

Calvin L. Hunt, a single man,

Vol. 74 Page 11670
FLB 156451-4
LOAN
Recorded _____
at _____ o'clock
Page _____
Auditor, Clerk or Recorder

hereinafter called the Mortgagors, hereby grant, bargain, sell, 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, 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.

FLB 156451-4

EXHIBIT A

The following described real property in Klamath County, Oregon:

A tract of land situate in Sections 17, 18 and 20, of Township 39
South, Range 9 East, of the Willamette Meridian, Klamath County,
Oregon being more particularly described as follows:

Commencing at a 5/8" iron pin marking the intersection of the
northerly right-of-way line of Joe Wright Road, a county road,
with the easterly right-of-way line of THE DALLES-CALIFORNIA
Highway No. 97 in the NE 1/4 NE 1/4 of Section 19, Township 39
South, Range 9 East, of the Willamette Meridian; thence North
03° 38' 00" East, along the easterly right-of-way line of said
DALLES-CALIFORNIA Highway 1220.68 feet, thence leaving said right-
of-way line, North 89° 52' 48" East, 838.86 feet to a 5/8" iron pin
marking the POINT OF BEGINNING for this description, thence
continuing North 89° 52' 48" East, 112.99 feet to a 5/8" iron pin;
thence North 89° 49' 30" East, 850.82 feet to a 5/8" iron pin;
thence North 89° 48' 30" East, 574.98 feet to a 5/8" iron pin;
thence South 82° 50' 02" East, 67.34 feet to a 5/8" iron pin on
the northwesterly right-of-way line of the Southern Pacific Railroad
where said right-of-way line intersects the southwesterly right-of-
way line of the Lost River diversion channel; thence along said right-
of way line of said diversion channel the following courses:

N56° 15' 20" West, 7.81 feet; thence along the arc of a 641.70 foot
radius curve to the right, 216.90 feet (Delta = 19° 22' 00"); thence
North 36° 53' 20" West, 995.70 feet; thence South 53° 06' 40" West,
20.00 feet; thence North 36° 53' 20" West, 194.00 feet; thence
along the arc of a 713.70 foot radius curve to the right, 452.79
feet (Delta = 36° 21' 00"); thence North 00° 32' 20" West, 450.00
feet; thence North 89° 27' 40" East, 5.00 feet; thence North 00°
32' 20" West, 932.65 feet; thence leaving said Lost River diversion
channel right-of-way line and running generally parallel to but
approximately 100 feet from the southeasterly low water line of
Klamath River the following courses:

11671

South 56° 03' 28" West, 151.34 feet; thence South 71° 32' 21" West,
386.45 feet; thence South 77° 21' 02" West, 249.52 feet; thence
North 88° 18' 30" West, 203.96 feet; thence South 65° 48' 36" West,
206.66 feet; thence South 52° 06' 05" West, 166.04 feet; thence
South 29° 49' 47" West, 270.67 feet; thence South 21° 09' 12" West,
379.56 feet; thence South 09° 59' 25" West, 170.76 feet; thence
South 32° 12' 35" West, 124.47 feet to a point on the easterly
right-of-wayline of the DALLES-CALIFORNIA Highway No. 97; thence
leaving the line running generally parallel to but approximately
100 feet from the southeasterly low water mark of Klamath River and

THE FEDERAL LAND BANK
hereinafter called the Mortgagee, the following described real estate in the County of
Klamath, State of Oregon.

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Oregon being more particularly described as follows:

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northerly right-of-way line of Joe Wright Road, a county road,
with the easterly right-of-way line of THE DALLES-CALIFORNIA
Highway No. 97 in the NE 1/4 NE 1/4 of Section 19, Township 39
South, Range 9 East, of the Willamette Meridian; thence North
03° 38' 00" East, along the easterly right-of-way line of said
DALLES-CALIFORNIA Highway 1220.68 feet, thence leaving said right-
of-way line, North 89° 52' 48" East, 838.86 feet to at 5/8" iron pin
marking the POINT OF BEGINNING for this description, thence
continuing North 89° 52' 48" East, 112.99 feet to a 5/8" iron pin;
thence North 89° 49' 30" East, 850.82 feet to a 5/8" iron pin;
thence North 89° 48' 30" East, 574.98 feet to a 5/8" iron pin;
thence South 82° 50' 02" East, 67.34 feet to a 5/8" iron pin on
the northwesterly right-of-way line of the Southern Pacific Railroad
where said right-of-way line intersects the southwesterly right-of-
way line of the Lost River diversion channel; thence along said right-
of way line of said diversion channel the following courses:

N56° 15' 20" West, 7.81 feet; thence along the arc of a 641.70 foot
radius curve to the right, 216.90 feet (Delta = 19° 22' 00"); thence
North 36° 53' 20" West, 995.70 feet; thence South 53° 06' 40" West,
20.00 feet; thence North 36° 53' 20" West, 194.00 feet; thence
along the arc of a 713.70 foot radius curve to the right, 452.79
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channel right-of-way line and running generally parallel to but
approximately 100 feet from the southeasterly low water line of
Klamath River the following courses:

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South 56° 03' 28" West, 151.34 feet; thence South 71° 32' 21" West,
386.45 feet; thence South 77° 21' 02" West, 249.52 feet; thence
North 88° 18' 30" West, 203.96 feet; thence South 65° 48' 36" West,
206.66 feet; thence South 52° 06' 05" West, 166.04 feet; thence
South 29° 49' 47" West, 270.67 feet; thence South 21° 09' 12" West,
379.56 feet; thence South 09° 59' 25" West, 170.76 feet; thence
South 32° 12' 35" West, 124.47 feet to a point on the easterly
right-of-wayline of the DALLES-CALIFORNIA Highway No. 97; thence
leaving the line running generally parallel to but approximately
100 feet easterly of the low water mark of Klamath River and
thence along the easterly right-of-way line of said Highway,
South 18° 02' 00" East, 112.22 feet to the point of spiral
curvature; thence along the arc of a spiral curve to the right

(Delta = 13° 40', D = 2°, 400 foot spiral, South = 4° 00', a = 0.5)
967.5 feet to a 5/8" iron pin in said right-of-way fence
(chord = South 12° 15' 20" East, 966.76 feet) thence leaving
said Highway right-of-way line, North 82° 54' 16" East, 706.26
feet; thence South 45° 36' 51" East, 168.78 feet; thence
South 00° 25' 37" East, 506.26 feet to the point of beginning.

INITIALS

11672

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

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

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of \$ 65,000.00, 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 December, 1999. 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 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 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.

11673

This mortgage and the note secured hereby are executed and delivered under and in accordance with the regulations of the Farm Credit Administration, 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full here.

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 first above written.

STATE OF Oregon } ss.
County of Klamath }

On August 30, 1974

Calvin L. Hunt,

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

NOTARY

My Commission Expires 0

STATE OF _____ } ss.
County of _____ }

On _____

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

NOTARY

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 30th day of August, A. D., 1974, at 4:01 o'clock P. M.,

Vol. M74, of Mortgages, on Page 11670

\$8.00

WM. D. MILNE, C.

By Carol Hill

11673

ise, appurtenant or nonappurtenant to said mortgaged premises,
to them by the United States or the State or any department,
ved to mortgagee.

es and appurtenances, including private roads, now or hereafter
remises; and all plumbing, lighting, heating, cooling, ventilating,
ther fixtures, now or hereafter belonging to or used in connection
d to be appurtenant to said land; and together with all waters and
and all ditches or other conduits, rights therein and rights of way
mises or any part thereof, or used in connection therewith.

formance of the covenants and agreements hereinafter contained, and
de by the mortgagors to the order of the mortgagee, of even date
—, with interest as provided for in said note, being payable in
day of December, 1999. All payments
cent per annum.

have good right and lawful authority to convey and mortgage the
of the mortgagors will warrant and defend the same forever against
is covenant shall not be extinguished by any foreclosure hereof, but

hereafter existing on said premises in good repair; to complete any
it thereon, including improvements to any existing structures; not to
buildings and other improvements now or hereafter existing on said
anner any building, structure or improvement thereon which may be
ber from said premises except for domestic use; to maintain and
approved methods of preserving the fertility thereof; to keep the
d and cared for; not to commit or suffer waste of any kind upon said
lawful or objectionable purpose; and to do all acts or things necessary
d in connection with said premises.

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

e and such other risks in manner and form and in such company or
mortgagee; to pay all premiums and charges on all such insurance when
e policies affecting the mortgaged premises, with receipts showing
that all insurance whatsoever affecting the mortgaged premises shall
mortgagee clause in favor of and satisfactory to the mortgagee. The
der any such policy which may be applied by the mortgagee upon the

at of eminent domain, the mortgagee shall be entitled at its option to
to the remaining portion, to be applied by the mortgagee upon the

if the covenants or agreements herein contained, then the mortgagee
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so doing shall draw interest at the rate of 10 per cent per annum, and
land, and, together with interest and costs accruing thereon, shall be

breach of any of the covenants or agreements hereof, or if default be
the whole or any portion of said loan shall be expended for purposes
except, by the written permission of said mortgagee, or if said land or
assessment district, then, in any such case, all indebtedness hereby
tely due without notice, and this mortgage may be foreclosed; but the
more instances shall not be considered as a waiver or relinquishment of
of the same or any other default.

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

the mortgagee shall have the right forthwith to enter into and upon the
the rents, issues and profits thereof, and apply the same, less reasonable
the mortgagee shall have the right to the appointment of a receiver to
The rents, issues and profits of said premises after default are hereby
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

Calvin L. Hunt

STATE OF Oregon } ss.
County of Klamath

On August 30, 1974, before me personally appeared

Calvin L. Hunt,

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

Robert B. Hunt
NOTARY PUBLIC

My Commission Expires Oct. 30, 1976

STATE OF _____ } ss.
County of _____

On _____, before me personally appeared

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

Return to
Federal Land Bank
P.O. Box 148

NOTARY PUBLIC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 30th day of August, A.D., 19 74 at 4:01 o'clock P. M., and duly recorded in

Vol. M74, of Mortgages on Page 11670

WM. D. MILNE, County Clerk

By Carol Hill Deputy

\$8.00