Form PCA 405 Rev. 9/73 Spokane		Vol. <u>///</u> Pag	788 •
94914	REAL ESTATE MO	rent ar 180 ar 1958 and 1950 a	
KNOW ALL MEN BY	THESE PRESENTS, That on this	13th day of November	, 1974.,
	:. HARRIS AND VIRGINIA O. HAI	RRIS, Husband and Wife	
hereinafter called the MOR	rgagors, hereby grant, bargain, sell,	convey and mortgage to	
		PRODUCTION CREDIT AS	
		the Congress of the United States, as an	nended, with its
	the City of Klamath Falls		rendered and the second and the seco
	A Committee of the Comm	ORTGAGEE, the following described re	al estate in the
	State of Ore		
Quarter, the Southea	st Quarter of the Southeast (Northeast Quarter of the No	the Southwest Quarter of the Quarter of Section 3, Twp. 40 rtheast Quarter of Section 10	South,
des plantes produces de la companya de la companya La companya de la co	en de entre de la companya de la co La companya de la co		endere ver ver ver ver ver ver ver ver ver
watering apparatus, now or and together with all waters a duits and rights of way there grazing rights (including rig issued in connection with of with all rules, regulations an and will execute all waivers transfer, assign or otherwise	hereafter belonging to, located on, or and water rights of every kind and descrip of, appurtenant to said premises or used his under the Taylor Grazing Act and appurtenant to the said real property d laws pertaining thereto and will in g and other documents required to give dispose of said rights or privileges without	opurtenances, and fixtures, including all used in connection with the above describion and however evidenced, and all ditch in connection therewith; and together with Federal Forest Grazing privileges), now, and the mortgagors covenant that the good faith endeavor to keep the same in the effect to these covenants, and that though the prior written consent of the mortest FEDERAL LAND BANK ASSOCIATION.	ribed premises, nes or other con- th all range and ow or hereafter ney will comply a good standing ey will not sell, tragee.
nd the payment of the full	owing described promissory note(s) ma	nce of the covenants and agreements here de by one or more of the Mortgagors (unless otherwise
ndicated) to the order of the hereof:	Mortgagee, together with interest as hereir	nafter provided and together with all renew	als or extensions
MATURITY DATE November 5, 19	DATE OF NOTE November 13,	AMOUNT OF NO 1974 \$11,793.00	
	Management of the second of th	ar mode or confirmated within a second of a	TVE (S) VEADO
rom and after the date of re ecured by this mortgage shall offerest and of advances made	ecording of this mortgage, provided, how not exceed in the aggregate at any time th in accordance with the covenants of this n	es made or contracted within a period of F ever, that the maximum amount of all in e sum of \$ 15,000,00 exclu- nortgage to protect collateral.	debtedness to be issue of accrued
uch indebtedness, provided, indebtedness secured hereby single the continuing validity at	however, that if such rate or rates are t nall bear such increased or decreased rate of nd priority of this mortgage as security for there may exist no outstanding indebte	bear interest at the rate specified in the n thereafter increased or decreased by Mor of interest from the effective date thereof. or future loans or advances shall not be imp dness from Mortgagor to Mortgagee or no	tgagee, all of the
	ENANT AND AGREE:		
That they are lawfully agge the same, and that said	seized of said premises in fee simple, ha I premises are free from encumbrances a same forever against the lawful claim	we good right and lawful authority to co except as stated above; and each of an and demands of all persons whoms in the premises; and these covenants s	the Mortgagors
inguished by any foreclosure	hereof, but shall run with the land;		

To pay when due all debts and money secured hereby;

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 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 pay when due all taxes and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, ell of which said insurance shall be made payable, in case of loss, to the Mortgagee; with a mortgagee clause satisfactory to the Mortgagee;

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, 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, 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 shall, at the election of the Mortgagee, to exercise such option in any one or more instances shall not be considered as a waiver or the failure of the Mortgagee, 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 of any suit which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors suit which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors suit which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors and expenses in connection with said suit, and further agree to pay a reasonable costs of searching the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be 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, except under circumstances where such taking is expressly and upon the mortgaged premises and take possession thereof, and apply the same, less reasonable costs of collection, prohibited by law, 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 upon the indebtedness hereby secured; and the Mortgagee shall have the right to the appointment of a receiver to collect upon the indebtedness and profits of the mortgaged premises and/or to manage the property during the pendency of legal protherents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted.

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.

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(Leave this space blank for filing data)	STATE OF ACRES OF DOMENT.	
and the second second The second se	County of Amath 35.	
TATE OF OREGON.)		
ounty of Klamath	On this 15 day of 7 tuencher 1974 before me, the undergrand distant, persually appeared	
iled for record at request of	the above named John E. Harre	
KLAMATH PRODUCTION CREDIT ASSN.	Y Marine D Yles	
in this 18th day of NOVEMBER A.D. 19.74	era esperiment to be	
it 11;15 o'clock A M, and duly.	<u>Lea</u>	
ccorded in Vel. M. 74 12 of MORTGAGES	The MAN With Prices We seem of the April my hand and	
age 14788 Wm.D. MILNE, County Clerk	6EAL Notary Public, State of Organ	
By Charles Deputy	GEAL Notary Public State of Openson	
Fee \$4.00	My Commission expires $IO_{-}IS_{-}7P$	

