

1297

A-25627

Vol. 75 Page 6122

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 15th day
of April, 1975,

McVay Farms, a partnership consisting of Ronald C.

McVay and Barbara A. McVay; Ronald C. McVay and

Barbara A. McVay, husband and wife,

FLB
LOAN

160063-6

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.

RECEIVED
JUN 2 1975
2:50 pm

PARCEL 1:

The SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the following described part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of section
32, Township 40 South, Range 12 East of the Willamette Meridian;
Beginning at the Southeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32;
thence North, along the East boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said section
to a point 245 feet North of the High Line Canal of the Shasta View
Irrigation District; thence West, parallel with the North boundary of
the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said section to the West boundary of said Section 32;
thence South, along the said section boundary to the Southwest corner
of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32; thence East, along the South boundary
of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said section to the point of beginning.

PARCEL 2:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$, less 12 acres off the North side of said
last mentioned quarter, being a strip about 396 feet wide; also a
strip of land 20 feet wide off the West side of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and off
the West side of the North 12 acres of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to be use for a
road, all being in Section 32, Township 40 South, Range 12 East of the
Willamette Meridian, ✓

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 \$43,000.00, 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 April, 2010. 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.

This mortgage and the note secured hereby are executed and delivered 1971 and any acts amendatory or supplementary thereto and the regulations the terms, conditions and provisions thereof, which are made a part hereof the

The covenants and agreements herein contained shall extend to and successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands t

Ronald C. McVay
Ronald C. McVay

Barbara A. McVay
Barbara A. McVay

STATE OF Oregon

County of Klamath

ss.

On June

Ronald C. McVay and Barbara A. McVay,

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

STATE OF _____

County of _____

ss.

My Co

On _____

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

My Co

mortgaged premises,
or any department,

is, now or hereafter
cooling, ventilating,
or used in connection
with all waters and
in and rights of way
on therewith.

after contained, and
gaged, of even date
te, being payable in
All payments

y and mortgage the
same forever against
reclosure hereof, but

air; to complete any
ing structures; not to
after existing on said
hereon which may be
se; to maintain and
thereof; to keep the
of any kind upon said
is or things necessary

ssments upon water
nd, and to deliver to
mortgage to exist at

in such company or
such insurance when
with receipts showing
gaged premises shall
the mortgagee. The
mortgagee upon the

itled at its option to
mortgagee upon the

then the mortgagee
perform the same in
cent per annum, and
ing thereon, shall be

roof, or if default be
pended for purposes
ee, or if said land or
indebtedness hereby
e foreclosed; but the
or relinquishment of

ed, or any suit which
agors agree to pay a
to pay the reasonable
ided in the decree of

er into and upon the
same, less reasonable
ment of a receiver to
er default are hereby

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.

Ronald C. McVay

Barbara A. McVay

McVAY FARMS

By:

Ronald C. McVay, partner

By:

Barbara A. McVay, partner

STATE OF Oregon

County of Klamath

ss.

On June 2, 1975, before me personally appeared

Ronald C. McVay and Barbara A. McVay,

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.

NOTARY PUBLIC

My Commission Expires Oct. 30, 1976

STATE OF

County of

ss.

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.

NOTARY PUBLIC

My Commission Expires

STATE OF OREGON

County of Klamath

) ss.

On this 2nd day of June, 1975, before me appeared Ronald C. McVay and Barbara A. McVay, known to me to be the persons who executed the foregoing instrument on behalf of McVay Farms, a partnership, as the free act and deed of said partnership firm.

Before me:

Allene M. Hays
 Notary Public for the State of Oregon,
 residing at Klamath Falls
 My Commission expires Oct. 30, 1976.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 2nd day of June, A. D. 19 75 at 3:50 o'clock P. M., and
 duly recorded in Vol. M 75, of MORTGAGES on Page 6122

FEE \$ 8.00

Wm. D. MILNE, County Clerk

By *Hayes Drazak**Ret: Klam. Co. Title**80,34151**City*