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Vol. 715 Page 7982
Vol. 715 Page 6155FLB
LOAN 160457-0Recorded _____
at _____ o'clock _____
Page _____

Auditor, Clerk or Recorder

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 2nd day
of May, 1975;

Larry Joseph Sullivan and Tamara Dene Sullivan, husband
and wife; Daniel L. Sullivan and Mona J. Sullivan, husband
and wife; and Donald E. Schreiner, as personal representative
of the estate of Anna O. Hartzler, deceased;

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.

Township 37 South, Range 11½ East of the Willamette Meridian

Section 24: All
 Section 25: N½NW½ together with a strip of land 2 rods wide
 off the South side and the East end of the S½NE½;
 S½NW½; N½SW½ and SE½SW½ excepting therefrom that portion
 of the SW¼NW½ and SW¼ lying Southwesterly of the
 County Road.

Section 26: That portion of the NE¼NE¼ lying Northeasterly of a
 road; NE¼NE¼, LESS that portion of the NE¼NE¼ lying
 South and West of County Road.

Township 37 South, Range 11 East of the Willamette Meridian

Section 19: All of Lots 1 and 2; S½
 Section 29: NW¼
 Section 30: N½

This mortgage is re-recorded to show the signature
 of Donald E. Schreiner, personal representative of
 the estate of Anna O. Hartzler, deceased.

FEE \$ 6.00

INDEXED

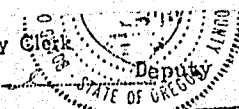
WM. D. MILNE, County Clerk

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By

Hazel May



RECEIVED JUN 3 1975

12:30 pm

RECEIVED JUL 14 1975

3:55 pm

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6156

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 \$ 28,000.00, 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, 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 under the laws of the State of Oregon, and the regulations of the State of Oregon, and any acts amendatory or supplementary thereto and the regulations of the State of Oregon, and the terms, conditions and provisions thereof, which are made a part hereof the same.

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

Donald E. Schreiner, as personal representative of the estate of Anna O. Hartzler, deceased, joins in this mortgage for the purpose of subjecting said estate may have in the mortgage security, to the payment of the mortgage, and not assume any personal liability for the payment of the mortgage.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands and seals at the County of Multnomah, State of Oregon, this 14th day of June, 1975.

Larry Joseph Sullivan
Tamara Dene Sullivan

Donald E. Schreiner
Donald E. Schreiner, as personal representative of the estate of Anna O. Hartzler, deceased.

STATE OF Oregon } ss.
County of Multnomah

Larry Joseph Sullivan and Tamara Dene Sullivan,

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

STATE OF Oklahoma } ss.
County of Comanche

Daniel L. Sullivan and Mona J. Sullivan,

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

Return to Federal Land Bank
P.O. Box 148 - City

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 3rd day of June A. D., 1975 at 12:00

Vol. M 75 of MORTGAGES on Page 61

FEE \$ 6.00

INDEXED
D 1 By

aid mortgaged premises,
ate or any department,

oods, now or hereafter
ng, cooling, ventilating,
to or used in connection
ther with all waters and
herein and rights of way
ction therewith.

inafter contained, and
mortgagee, of even date
note, being payable in
All payments

onvey and mortgage the
the same forever against
y foreclosure hereof, but

repair; to complete any
existing structures; not to
hereafter existing on said
at thereon which may be
ic use; to maintain and
ity thereof; to keep the
ite of any kind upon said
ll acts or things necessary

assessments upon water
id land, and to deliver to
this mortgage to exist at

and in such company or
all such insurance when
with receipts showing
mortgaged premises shall
to the mortgagee. The
the mortgagee upon the

entitled at its option to
the mortgagee upon the

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ion, perform the same in
per cent per annum, and
ccruing thereon, shall be

is hereof, or if default be
e expended for purposes
rtgagee, or if said land or
all indebtedness hereby
ay be foreclosed; but the
ver or relinquishment of

ecured, or any suit which
ortgagors agree to pay a
ree to pay the reasonable
ncluded in the decree of

o enter into and upon the
the same, less reasonable
ointment of a receiver to
s after 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.

Donald E. Schreiner, as personal representative of the estate of Anna O. Hartzler, deceased, joins in this mortgage for the purpose of subjecting any right, title or interest which said estate may have in the mortgage security, to the lien of the said mortgage, but does not assume any personal liability for the payment of the debt secured hereby.

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

Larry Joseph Sullivan Tamara Dene Sullivan
Donald E. Schreiner Mona Jean Sullivan
Donald E. Schreiner, as personal representative
of the estate of Anna O. Hartzler, deceased.

STATE OF Oregon } ss.
County of Multnomah

On May 21, 1975, before me personally appeared

Larry Joseph Sullivan and Tamara Dene Sullivan,

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.

[Signature]
NOTARY PUBLIC
My Commission Expires Dec. 23, 1975

STATE OF Oklahoma } ss.
County of Cimanche

On May 27, 1975 before me personally appeared

Daniel L. Sullivan and Mona J. Sullivan,

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 - City
[Signature]
NOTARY PUBLIC

STATE OF OREGON; COUNTY OF KLAMATH; ss. My Commission Expires May 24, 1976

Filed for record at request of KLAMATH COUNTY TITLE CO.

this 3rd day of June A. D., 1975 at 12:30 o'clock P. M., and duly recorded in

Vol. M 75, of MORTGAGES on Page 6155

FEE \$ 6.00

INDEXED

WM. D. MILNE, County Clerk

D 1 By Hazel Oney



7985

STATE OF OREGON)
 : ss. July 11, 1975
County of Klamath)

On July 11, 1975, before me personally appeared DONALD E. SCHREINER, as personal representative of the estate of Anna O. Hartzler, deceased, 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.

Michael R. Loring
NOTARY PUBLIC

My commission expires 9-16-77

re-recorded

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 14th day of JULY A. D. 1975 at 3:55 o'clock p.m., and
duly recorded in Vol. M 75, of MORTGAGES on Page 7982

FEE \$ 12.00

Wm D. MILNE, County Clerk

By Hazel W. Milne

Return to Fred. W. L. Bank
Box 149
Klamath Falls, Ore 97601