

38-11911-5

FLB 666 (Rev. 12-73)

24376

Vol. 77 Page 1038

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day
of December, 1976,

I. F. Rodgers and Sons, a partnership consisting of I. F. Rodgers,
Lorraine G. Rodgers, Richard R. Rodgers, Lynn A. Rodgers, Ronald
R. Rodgers, Debra E. Rodgers, Russell R. Rodgers, Cynthia L.
Rodgers and Radley R. Rodgers; I. F. Rodgers and Lorraine G.
Rodgers, husband and wife; Richard R. Rodgers and Lynn A. Rodgers,
husband and wife; Ronald R. Rodgers and Debra E. Rodgers, husband
and wife; Russell R. Rodgers and Cynthia L. Rodgers, husband
and wife; and Radley R. Rodgers, unmarried.

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 39 South, Range 11½ East of the Willamette Meridian

Section 27: Government Lots 7, 8 and 9.

Section 34: Government Lots 3 and 4; all that portion of the NE¼NE¼ lying
Westerly of Lost River; SW¼NE¼, E¼NW¼; SW¼NW¼ except the West 60
feet; NE¼SW¼, the East 30 feet of the SE¼SW¼; NW¼SE¼; NE¼SE¼
lying Westerly of Lost River.

Section 35: Government Lots 10 and 11

LOAN 165357-0

Recorded _____ o'clock _____
at _____, Page _____

Auditor, Clerk or Recorder

27 JAN 19 PM 3 27

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 \$270,000.00, 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 February, 2012. 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 on this 19th day of February, 1971 and any acts amendatory or supplementary thereto and the regulations of the terms, conditions and provisions thereof, which are made a part hereof the same.

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

I. F. Rodgers
I. F. Rodgers

Lorraine G. Rodgers
Lorraine G. Rodgers

Richard R. Rodgers
Richard R. Rodgers

Lynn A. Rodgers
Lynn A. Rodgers

Russell R. Rodgers
Russell R. Rodgers

Cynthia L. Rodgers
Cynthia L. Rodgers

Radley R. Rodgers
Radley R. Rodgers

Debra E. Rodgers
Debra E. Rodgers

Russell R. Rodgers
Russell R. Rodgers

Cynthia L. Rodgers
Cynthia L. Rodgers

Radley R. Rodgers
Radley R. Rodgers

STATE OF Oregon } ss.
County of Klamath

I. F. Rodgers and Lorraine G. Rodgers,

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 Oregon } ss.
County of Klamath

Richard R. Rodgers and Lynn A. Rodgers

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.

Not

burtenant to said mortgaged premises, states, or the State or any department,

cluding private roads, now or hereafter lighting, heating, cooling, ventilating, after belonging to or used in connection with said land; and together with all waters and conduits, rights therein and rights of way or used in connection therewith.

agreements hereinafter contained, and in the order of the mortgagee, of even date added for in said note, being payable in 2012. All payments

al authority to convey and mortgage the grant and defend the same forever against extinguished by any foreclosure hereof, but

premises in good repair; to complete any improvements to any existing structures; not to remove or hereafter existing on said land or improvement thereon which may be except for domestic use; to maintain and preserving the fertility thereof; to keep the land from suffer waste of any kind upon said premises; and to do all acts or things necessary to the premises.

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

manner and form and in such company or amounts and charges on all such insurance when mortgaged premises, with receipts showing soever affecting the mortgaged premises shall of and satisfactory to the mortgagee. The which may be applied by the mortgagee upon the

the mortgagee shall be entitled at its option to, to be applied by the mortgagee upon the

reements herein contained, then the mortgagee (or not) may, at its option, perform the same in interest at the rate of 10 per cent per annum, and with interest and costs accruing thereon, shall be

covenants or agreements hereof, or if default be tion of said loan shall be expended for purposes permission of said mortgagee, or if said land or then, in any such case, all indebtedness hereby ce, and this mortgage may be foreclosed; but the ot be considered as a waiver or relinquishment of ther default.

out of the debt hereby secured, or any suit which the lien hereof, the mortgagors agree to pay a said suit, and further agree to pay the reasonable be secured hereby and included in the decree of

ave the right forthwith to enter into and upon the profits thereof, and apply the same, less reasonable have the right to the appointment of a receiver to d profits of said premises after default are hereby 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.

I. F. Rodgers
I. F. Rodgers
Lorraine G. Rodgers
Lorraine G. Rodgers
Richard R. Rodgers
Richard R. Rodgers
Lynn A. Rodgers
Lynn A. Rodgers
Ronald R. Rodgers
Ronald R. Rodgers

Debra E. Rodgers
Debra E. Rodgers
Russell R. Rodgers
Russell R. Rodgers
Cynthia L. Rodgers
Cynthia L. Rodgers
Radley R. Rodgers
Radley R. Rodgers

STATE OF Oregon } ss.
County of Klamath

I. F. Rodgers and Lorraine G. Rodgers,

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.

STATE OF Oregon } ss.
County of Klamath

Richard R. Rodgers and Lynn A. Rodgers

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.

I. F. RODGERS AND SONS

By: I. F. Rodgers
I. F. Rodgers, Partner
By: Lorraine G. Rodgers
Lorraine G. Rodgers, Partner
By: Richard R. Rodgers
Richard R. Rodgers, Partner
By: Lynn A. Rodgers
Lynn A. Rodgers, Partner

By: Ronald R. Rodgers
Ronald R. Rodgers, Partner
By: Debra E. Rodgers
Debra E. Rodgers, Partner
By: Russell R. Rodgers
Russell R. Rodgers, Partner
By: Cynthia L. Rodgers
Cynthia L. Rodgers, Partner
By: Radley R. Rodgers
Radley R. Rodgers, Partner

On December 29, 1976, before me personally appeared

Alberto M. Hays
NOTARY PUBLIC
My Commission Expires October 30, 1980

On December 29, 1976, before me personally appeared

Alberto M. Hays
NOTARY PUBLIC
My Commission Expires October 30, 1980

STATE OF Oregon)
COUNTY OF Klamath) ss

On December 29, 1976, before me personally appeared Ronald R. Rodgers and Debra E. Rodgers, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Alberta M. Sharp
NOTARY PUBLIC
My Commission Expires October 30, 1980

STATE OF Oregon)
COUNTY OF Klamath) ss

On December 29, 1976, before me personally appeared Russell R. Rodgers and Cynthia L. Rodgers, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Alberta M. Sharp
NOTARY PUBLIC
My Commission Expires October 30, 1980

STATE OF Oregon)
COUNTY OF Klamath) ss

On December 29, 1976, before me personally appeared Radley R. Rodgers, 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.

Alberta M. Sharp
NOTARY PUBLIC
My Commission Expires October 30, 1980

STATE OF OREGON:)
COUNTY OF: Klamath) ss.

On this 29th day of December, 1976, before me appeared I. F. Rodgers, Lorraine G. Rodgers, Richard R. Rodgers, Lynn A. Rodgers, Ronald R. Rodgers, Debra E. Rodgers, Russell R. Rodgers, Cynthia L. Rodgers and Radley R. Rodgers, known to me to be the persons who executed the foregoing instrument on behalf of I. F. RODGERS AND SONS, a partnership, as the free act and deed of said partnership firm.

Before me:

Alberta M. Sharp
Notary Public for the State of Oregon,
residing at Klamath Falls
My commission expires October 30, 1980

When recorded, return
Federal Land Bank
P. O. Box 148
Klamath Falls, Or

State of Oregon,)
County of Klamath) ss,
I hereby certify that the within instrument was
received and filed for record on the 19th
day of January, 1977, at 3:27
o'clock P. M. and recorded on Page 1038
in Book M 77 Records of MORTGAGES
of said County.

WM. D. MILNE, County Clerk

By Hazel Gray Deputy

