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MTC3194

Vol. 77 Page 7702

FLB 697a (7-76)

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 29th day  
of April, 19 77,

J. E. Johnson and Evelyn M. Johnson, husband and wife,

FLB  
LOAN 169314-4

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, Wash-  
ington, hereinafter called the Mortgagee, the following described real estate in the  
County of Klamath, State of Oregon:

Lots 2 and 5 (being the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ ) of Section 29, Township 39 South, Range 9 East of  
the Willamette Meridian, less a 60 foot strip of land along the Easterly line of said Lots  
heretofore deeded to the Reclamation Service for drainage ditch purposes; and all that  
portion of Lots 1 and 6 of Section 29, Township 39 South, Range 9 East of the Willamette  
Meridian, described as follows:

Beginning at the Northeast corner of Lot 6; thence West 330 feet; thence South 1320 feet,  
more or less, to the South line of Lot 1; thence East 330 feet to the Southeast corner of  
Lot 1; thence 1320 feet North more or less, to the point of beginning, excepting a right of  
way along the East and West lines for road previously deeded to Klamath County.

Together with a 30 H.P. Century motor, Serial No. (na), with a Berkley Centrifugal  
pump, Serial No. (na), and any replacements thereof, all of which are hereby declared  
to be appurtenant thereto.

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 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 \$ 25,000.00, with interest as provided for in said note, being payable in instalments, the last of which being due and payable on the first day of January, 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 without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; 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, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously 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 premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable 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 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.

Return to:  
Federal Land Bank  
900 Klamath  
K Falls, OR 97601

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

J. E. Johnson  
Evelyn M. Johnson

STATE OF Oregon } ss.  
County of Klamath

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

Shodan J. [Signature]  
NOTARY

My Commission Expires

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record  
May 4 A.D., 19 77 at 1:40 o'clock P M., and duly recorded  
of MORTGAGES on Page 7702

FEE \$ 9.00

WM. D. MILNE, County  
By [Signature]  
My Commission Expires

ca



7703

aid mortgaged premises,  
ate or any department,

oads, now or hereafter  
ng, cooling, ventilating,  
nection with the above  
ters and water rights of  
of way therefor, which

inafter contained, and  
mortgagee, of even date  
note, being payable in  
ments not made when

vey and mortgage the  
e same forever against  
foreclosure hereof, but

to complete without  
to existing structures  
part; not to remove or  
rkmanlike manner any  
dinances, regulations,  
said premises for any  
estic use; to maintain  
thereof; to keep the  
aste of any kind upon  
or used in connection

upon water company  
nd to suffer no other

nd such other risks in  
mortgagee; to pay all  
olicies affecting the  
insurance whatsoever  
f and satisfactory to  
ay be applied by the

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mortgagee upon the

then the mortgagee  
perform the same in  
ent per annum, and  
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of, or if default be  
ended for purposes  
e, or if said land or  
debtedness hereby  
foreclosed; but the  
relinquishment of

or any suit which  
ors agree to pay a  
pay the reasonable  
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into and upon the  
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nt of a receiver to  
default are hereby

redit Act of 1971  
subject to all the

s, administrators,

7704

Return to:  
Federal Land Bank  
900 Klamath  
K Falls, OR 97601

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

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*J. E. Johnson*  
*Evelyn M. Johnson*

STATE OF Oregon  
County of Klamath } ss.

*J. E. & EVELYN M. JOHNSON*  
On May 4, 1977, before me personally appeared

J. E. Johnson and Evelyn M. Johnson,

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.

*Thomas J. Milne*  
NOTARY PUBLIC  
My Commission Expires July 30, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 4th day of  
May 1977 at 1:40 o'clock P M., and duly recorded in Vol 77  
of MORTGAGES on Page 7702.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By *Hazel D. Milne* Deputy

My Commission Expires \_\_\_\_\_

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