## 11311

ortgaged premises, any department,

now or hereafter oling, ventilating, on with the above and water rights of by therefor, which

ter contained, and agee, of even date being payable in this not made when

and mortgage the me forever against losure hereof, but

complete without existing structures t; not to remove or anlike manner any ances, regulations, t premises for any tic use; to maintain hereof; to keep the e of any kind upon used in connection

on water company to suffer no other

such other risks in tgagee; to pay all elicies affecting the furance whatsoever and satisfactory to be applied by the

ded at its option to fortgagee upon the

hen the mortgagee erform the same in ent per annum, and g thereon, shall be

eof, or if default be cended for purposes te, or if said land or adebtedness hereby foreclosed; but the relinguishment of

d, or any suit which gors agree to pay a pay the reasonable ded in the decree of

r into and upon the ame, less reasonable hent of a receiver to default are hereby

Credit Act of 1971 are subject to all the

ors, administrators.

It is agreed that this mortgage, without affecting its validity as a real estate mortgage, is also executed and shall be construed as a Security Agreement and as a Fixtures Financing Statement under the Oregon Uniform Commercial Code, granting to Mortgagee a security interest in the personal property collateral described herein and in the goods described herein which are fixtures or are to become fixtures. In addition to the rights and remedies provided herein, Mortgagee shall have all the rights and remedies granted by such Code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Fixtures Financing Statement, the debtors are the Mortgagors, the secured party is the Mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 900 Klamath Avenue, P. O. Box 148, Klamath Falls, Oregon 97601, and the mailing address of the debtors is Route 1, Box 868, Klamath Falls, Oregon 97601.

WHEREAS, mortgagors have assigned or waived, or will assign or waive to the mortgagee, as additional security for the indebtedness described herein, certain grazing leases, permits, licenses and/or privileges, to-wii:

Fremont National Forest Grazing Privileges for 1525 sheep from June 21 to September 25; 120 cattle from June 16 to September 15; and 240 cattle from June 16 to September 15

mortgagors covenant and agree that they are the lawful owners and holders thereof and that they are free from encumbrance and have not been assigned; and mortgagors further covenant and agree to procure renewals thereof upon or prior to their expiration date, to execute any instrument deemed by the mortgagee necessary to effect an assignment or waiver of such renewals to the mortgagee, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of said leases, permits, licenses, and/or privileges, and all renewals thereof; and they will take no action which would adversely affect any of such rights or their preference status thereunder and that in the event of foreclosure of this mortgage they will waive all claims for preference in any of such rights upon demand from the purchaser of the mortgaged property at foreclosure sale, or any successor to such purchaser; and further agree that the lands covered by said leases, permits, licenses and/or privileges and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged, and that neither shall be transferred to any other person separately from the other. Any leases, permits, licenses and/or privileges which the mortgagor, with the consent of the mortgagee, shall substitute for those hereinabove mentioned, shall be subject to the provision hereof. For any breach by mortgagors of any covenant or agreement in this paragraph contained, the mortgagee shall have the same rights and/or remedies as are available to it for the breach of any other covenant or agreement of the mortgagors in this mortgage contained, including but not limited to the right to declare the entire mortgage debt due and payable.

	debt due and payable.
ST.	This rider is attached to and made a part of mortgage to the Federal Land Bank of Spokane,  May 18 19 77.
Coi	a corporation, executed by the undersigned, dated May 18
J٤	James B O'Common Frances o'Connor enterprises, INC.
to	James B O'Copnor Connor 100 Byr James B O Connor
(the	John D. O'Connor Common Arthur John D. Connor
	Secretary

	On this 23rd day of May A. D. 1977, before me, a Notary	Public in
	James B. O'Connor	<u> </u>
and	on this 23rd day of James B. O'Connor d for the above named County and State, personally appeared James B. O'Connor	<del></del>
	John D. O'Connor to me known to be the Presi	dentand

Secretary respectively of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Boy 188 (Co., Ca., 7760)

Residing at Klamath Falls

STATE OF UREGON; COUNTY OF KLAMATH; SS.

i hereby certify that the within instrument was received and filed for record on the 29 day of July A.D., 19 77 at 11:18 o'clock A M., and duly recorded in Vol M 77 of Mortgages on Page 13607 On Pag

EE 21.00 By Ata Aman 10

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written. FRANCES O'CONNOR ENTERPRISES, INC. James B. O'Connor John D. O'Connor Attest: Secretary before me personally appeared STATE OF Oregon On May 23, 1977 County of Klamath James B. O'Connor; John D. O'Connor; to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (slie) (they) executed the same as (his) (her) (their) free act and deed. PUBLIC Oct. 30, 1980 STATE OF Oregon My Commission Expires. COUNTY OF Klamath A. D. 1977, before me, a Notary Public in On this 23rd day of May and for the above named County and State, personally appeared James B. O'Connor President and to me known to be the Secretary respectively of the corporation that executed the within and foregoing instruments and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Rolein Colonia Notary Public for the State of Oregon Residing at Klamath Falls STATE OF UREGUN; COUNTY OF KLAMATH; SS. I hereby certify that the within instrument was received and filed for record on the 29 \_A.D., 19 77 at 11:18 o'clock A M., and duly recorded in Vol on Page <u>13607</u> WM. D. MIKNE, County Clerk **MOrtgages** Deputy FEE 21,00

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Act of 1971

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