

36733

FLB 697A (8-77)

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 19th day  
of September, 1977.

Elso DeJong and Dita DeJong, husband and wife, and  
Mary L. Schmidt Atkinson,

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

The description of the real property covered by this mortgage consists of 1 page marked  
Exhibit "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 2

Exhibit "A"

FLB 170669-3

A fraction of Sections 9 and 16, Township 39 South, Range 11 East of the Willamette Meridian,  
included within the following described parcels:

## PARCEL 1:

All those portions of Vacated Bowne Addition to the Town of Bonanza described as follows:

The West 12½ feet of Lots 2 and 23 and all of Lots 3 to 22 inclusive in Block 48;  
Lots 1 to 18 inclusive and Lots 23 and 24 in Block 49;  
Lots 13 to 24 inclusive in Block 50;  
All of Block 67;  
Lots 3 to 24 inclusive in Block 68;  
Lots 3 to 22 inclusive and the West 4.5 feet of Lot 23 in Block 69;  
The West 4.5 feet of Lots 2 and 23 and Lots 3 to 22 inclusive in Block 76;  
All of Block 77;  
All of Block 78;

ALSO those portions of Streets and Alleys which attach to said Lots and Blocks by operation of  
Law by Order of Vacation shown in Volume 191, page 421, Deed Records of Klamath County,  
including All of Vacated Park Avenue between the centerline of Union St. and the centerline  
of Price St.

SAVING AND EXCEPTING from the above those portions of Block 48 and 49 and Vacated Seattle  
Avenue lying northerly of the following described line; Beginning at a point in the alley  
in Block 50 which bears South 0°08' East 141.56 feet from the Northwest corner of Lot 6  
in said Block 50; thence South 89°44'50" East 326.97 feet; thence South 76°54'14" East  
518.98 feet to a point on the East line of the W½ of Lot 23, said Block 50

ALSO SAVING AND EXCEPTING the North 30 feet of Lots 3 and 4 in Block 69 of said Vacated  
Bowne Addition.

## PARCEL 2:

Beginning at the corner common to Sections 9, 10, 15 and 16, Township 39 South, Range 11  
East of the Willamette Meridian, which point is on the centerline of Carroll Avenue as  
platted on Bowne Addition to the Town of Bonanza, thence North along said centerline 330  
feet, more or less, to its intersection with the centerline of Union St.; thence West  
along the centerline of Union St. 1110 feet, more or less to the West line of Park Avenue,  
thence South along the West line of Park Avenue, and said West line extended, 710 feet,  
more or less, to the center of Lost River; thence Northeasterly and Easterly along the  
center of Lost River to the East line of said Section 16; thence North along said Section  
line a distance of 250 feet, more or less, to the point of beginning. SAVING AND EXCEPTING  
the East 45 feet of said parcel heretofore conveyed to Klamath County, by deed recorded  
November 28, 1947, in volume 214, page 247, Deed Records of Klamath County, Oregon, for  
Road purposes.

Initials ELD M.L.S.A.

Vol. 77 Page 16770FLB  
LOAN 170669-3

Recorded \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_  
\_\_\_\_\_, Page \_\_\_\_\_

Auditor, Clerk or Recorder



EXHIBIT "A"

FLB 170669-3

18771

All that portion of the NE $\frac{1}{4}$  of Section 16 lying southerly of the center of Lost River; the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 16, LESS portion deeded for road described in Deed Volume 74, page 71, records of Klamath County, Oregon, all in Township 39 South, Range 11 East of the Willamette Meridian.

PARCEL 4:

All those lands situated in Sections 15 and 22, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Section 22: NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 15: S $\frac{1}{2}$ SW $\frac{1}{4}$

ALSO; That tract of land described as follows: Beginning at a 1/2 inch iron pin from which the northwest corner of said Section 15 bears North 01°44'03" West 3681.45 feet; thence South 78°02'07" East 174.45 feet to a 1/2 inch iron pin; thence South 89°52'45" East 231.30 feet to a 1/2 inch iron pin; thence South 89°20'52" East 801.00 feet to a 1/2 inch iron pin; thence South 15°16'07" East 217.00 feet to a 1/2 inch iron pin; thence continuing South 15°16'07" East 20 feet, more or less, to the south line of the N $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 15; thence Westerly along said line to the southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15; thence Northerly along the west line of said Section 15 to a point that bears South 81°00'05" West from the point of beginning; thence North 81°00'05" East to a 1/2 inch iron pin set in an existing north-south fence line; thence continuing North 81°00'05" East 76.21 feet to the point of beginning, containing 7.2 acres, more or less, with bearings based on Bowne Addition to the Town of Bonanza.

Together with a 25 h.p. 1800 RPM U.S. motor and a Sterling pump, and with a 15 h.p. 3450 RPM Marathon electric motor and a Berkeley pump, and with a 30 h.p. 1700 RPM Westinghouse motor and a Western Land Roller pump and with a 60 h.p. 3545 RPM G.E. electric motor and a Cornell pump and with a 10 h.p. 1800 RPM U.S. motor and a Sterling pump, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

Initials *W.L.S.*



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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 \$ 200,000.00, 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 September, 2012

#### 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 money 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, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

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.



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It is agreed that this mortgage, without affecting the 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, OR 97601, and the mailing address of the debtor is Route 1, Box 106, Bonanza, OR 97623.

Mary L. Schmidt Atkinson, joins in this mortgage for the purpose of subjecting any right, title or interest which she 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.

Elsa DeJong  
Elsa DeJong

Dita DeJong  
Dita DeJong

Mary L. Schmidt Atkinson  
Mary L. Schmidt Atkinson

STATE OF Oregon }  
County of Klamath } ss.

Elsa DeJong and Dita DeJong,

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.

On Sept 27 1977 before me personally appeared

Carol Chedoke  
NOTARY PUBLIC

My Commission Expires 10-18-77

STATE OF Oregon }  
County of Klamath } ss.

Mary L. Schmidt Atkinson,

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.

On October 3, 1977, before me personally appeared

Almeta G. Sharp  
NOTARY PUBLIC

My Commission Expires October 30, 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 3rd day of OCTOBER A.D., 1977 at 3:40 o'clock P M., and duly recorded in Vol. M77 of MORTGAGES on Page 18770.

FEE \$ 12.00

WM. D. MILNE, County Clerk  
By Bernice A. Letcher Deputy