Vol.M.78 Page 42374 40678 Page FLB 697A (6-77) MTC 4520 FLB FEDERAL LAND BANK MORTGAGE 171514-8 LOAN Recorded o'clock KNOW ALL MEN BY THESE PRESENTS, That on this at_ , Page Auditor, Clerk or Recorder Biaggi and Venable, a partnership consisting of Thomas M. Venable, Patricia A. Venable, Charles W. Biaggi and Thomas M. Venable and Patricia Peggy J. Biaggi; Venable, husband and wife; and Charles W. Biaggi and Peggy J. Biaggi, husband and wife; 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 The description of the real property covered by this mortgage consists of two (2) pages marked Exhibit "A" which is attached hereto and is by reference made a part hereof. EXHIBIT "A' FLB 171514-8 PAGE 1 of 2 Township 37 South, Range 10 East of the Willamette Meridian: Section 14: W를 SW를 Parcel 1 Section 15: NW NW NW SE NE, NE SEA Parcel 2 5 Section 23: We NEW, SEW NEW, EL SEW Parcel 3 \sim Section 24: SW SW SW <u>C</u> Parcel 4 Section 25: We, We SEE Parcel 5 (3) Section 26: Ed Ed Parcel 6 Section 35: NE4 NE4 Parcel 7 Section 36: All Parcel 8 Township 37 South, Range 112 East of the Willemette Meridian: Section 32: Was SEL Parcel 9 24566 Township 38 South, Range 10 East of the Willamette Meridian: Section 12: NEL, EL NVL, NEL SEL Parcel 10 Township 38 South, Range 112 East of the Willamette Meridian: Section 6: Government Lots 4, 5, 6 and 7, SE4 NW4, E2 SW4, SW4 SE4 Parcel 11 Government Lots 1, 2, 3 and 4, W2 E2, SE4 NE4, E2 W2, Section 7: Parcel 12 EL SEL, NEL NEL Section 8: 以 SW Parcel 13 Section 17: 财 Parcel 14 Section 18: Government Lots 1 and 2, NE4, E2 NW4 Parcel 15 Section 20: SW NE4, NW4, N2 SW4, W2 SE4, SE4 SE4 Parcel 16 Section 21: Si SWi SWi SEi of the SWA NEW and SEA SWA conveyed to Oregon-California Parcel 17

& Eastern Railway Co. by deed recorded November 4, 1927

in Book 79 at page 56.

Section 28: No. NET SWIT, SEI

Section 32: NE NE NW

Section 29: NEL, SEL NWL, EL SWL

Parcel 19

Parcel 20

Percel 21

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South, Range
  Township 37
                 Section 14: Wa SWa
 Parcel 1
                 Section 15: NW NW NW N, St Nt, NET SET
  Parcel 2
                 Section 23: Wa NEW, SEW NEW, EN SEW
  Parcel 3
                 Section 24: SWA SWA
  Parcel 4
                 Section 25: Wi, Wi SET
  Parcel 5
                 Section 26: Et Et
  Parcel 6
                  Section 35: NET NET
  Parcel 7
                  Section 36: All
   Parcel 8
   Township 37 South, Range 11\frac{1}{2} East of the Willamette Meridian:
                                                                                                   1783
                                                                                                24566
                  Section 32: Wa SE4
   Parcel 9
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👡 Township 38 South, Range 10 East of the Willamette Meridian:
                  Section 12: NE4, E2 NV4, NF4 SE4
Parcel 10
   Township 38 South, Range 11\frac{1}{2} East of the Willamette Meridian:
                   Section 6: Government Lots 4, 5, 6 and 7, SE_4^1 NW_4^1, E_2^1 SW_4^1, SW_4^1 SE_4^1
    Parcel 11
                   Section 7: Government Lots 1, 2, 3 and 4, WE EL, SEL NEL, EL WE,
    Parcel 12
                                  E_2^1 SE_4^1, NE_4^1 NE_4^1
                   Section 8: No SNot
    Parcel 13
                   Section 17:
                                   썅
    Parcel 14
                   Section 18: Government Lots 1 and 2, NE_4^1, E_2^1 NW_4^1
    Parcel 15
                   Section 20: SW4 NE4, NW4, N2 SW4, W2 SE4, SE4 SE4
    Parcel 16
                                    Sh Skh, Skh Skh
                    Section 21:
    Parcel 17
                                    St NEt, Wt SWt, SEt SWt, EXCEPTING THEREFROM that portion of the SWt NEt and SEt SWt conveyed to Oregon-California
                    Section 27:
    Parcel 18
                                    & Eastern Railway Co. by deed recorded November 4, 1927
                                    in Book 79 at page 56.
                    Section 28: No. NEW SWA, SEA
     Parcel 19
                    Section 29: NE4, SE4 NW4, E2 SW4
     Parcel 20
                     Section 32: NE4 NW4
     Parcel 21
     Together with a 100 HP electric G.E. Motor, 1770 RPM, Serial #BMJ204143 with a Turbine Verta Line Pump, 96' TDH, 3000 GPM, Serial #V76-70602, and a 50 HP Booster electric Century Motor, 1750 RPM, Serial #326TCZ, with a centrifugal Berkeley
     Pump, Serial #7673776; a 100 HP electric U.S. Motor, 1800 RPM, Serial #879630 with
     a Turbine Peerless Pump, 96' TDH, 3000 GPM, no serial number, and a 50 HP Booster
     electric U.S. Notor, 1800 RPM, Serial #1013946, with a Peerless fenteifugal pump,
     no serial number; a 100 HP electric U.S. Motor, 1800 RPM, Serial #85461 with a Johnston Turbine pump, 98' TDH, 3300 GPM, no serial number and a 30 HP Booster electric Century Motor, 3500 RPM, Serial #24927, with a More-Rave centrifugal
      pump, serial #1475 and a 40 HP Booster electric U.S. Motor, 1760 RPM, no serial number, with a Peerless centrifugal pump, serial #364526; a 75 HP electric U.S.
      Motor, 1800 RPM, Serial #895574, with a Peerless Turbine pump, 100' TDH, 1620 GPM,
      no serial number, and a 50 HP Booster electric G. E. Motor, 1800 RPM, Serial
      #LAJ 1124416 with a Cornell centrifugal pump, Serial #10893, and a 30 HP Booster electric G. E. Motor, 1800 RPM, Serial #5Kl364GF1 with a Rainflo centrifugal pump
       Serial #11101 and a 10 HP electric U. S. Motor, 1800 RPM, Serial #3833119 with
       a Verta Line centrifugal pump, Serial #D18047, and any replacements thereof, all
       of which are hereby declared to be appurtenant thereto.
       Together with a Star Craft mobile home, Model 1967, Serial#60CK3TU591 or any
       replacement thereof, which is declared to be appurtenant thereto.
                     Initials: (PK)
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Also, together with a Howard Manor Mobile Home, Model 1977, Serial #0S0567UX, or any replacement thereof, which is declared to be appurtenant thereto.

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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.

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 demolishment 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 zow 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.

It is agreed mortgage, is Fixtures Final to mortgage herein, and in fixtures. In have all the when notice is

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mortgagors cove they are free fro and agree to pro instrument deem renewals to the necessary to pre privileges, and affect any of su closure of this n demand from the such purchaser; and/or privilege lands hereby mo from the other. the consent of the subject to the pr in this paragraph are available to this mortgage co debt due and pay

This rider is atta a corporation, e

Thomas M. Vene Patricia A. Ve

Grazing Rider N

Form FLB 559

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 $\mathcal{F}_{\mathcal{C}} \to \mathbb{C}$ 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 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 Star Route, Dairy, Oregon 97625.

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-wit:

Taylor Grazing privileges for 300 AUMs.

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.

This rider is attached to and made a part of mortgage to the Federal Land Bank of Spokane November 8 a corporation, executed by the undersigned, dated___

BIAGGI and VENABLE

Grazing Rider No. 1

Form FLB 559

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

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Thomas M. Venable Fatricia A. Venable Chaple 10. Charles W. Biaggi Feggy Blaggi	By: Thomas M. Venable, a partner By: Charles W. Biaggi, a partner By: Lands (2) Charles W. Biaggi, a partner By: Length (2) By: Length (2) Charles W. Biaggi, a partner
STATE OF Oregon County of Klamath	On December 19, 1977, before me personally appeared
Thomas M. Venable and Patricia A. Venable, to me known to be the person(s) described in and who executed (they) executed the same as (his) (her) (their) free act and deed.	the foregoing instrument, and acknowledged that (fie) (she) Clauda Delica Pina Notary Public (she)
	My Commission Expires Oct 30, 1986
STATE OF Oregon ss.	On December 19, 1977, before me personally appeared
County of Klamath	ga ^{men} mag
Charles W. Biaggi and Peggy J. Biaggi, to me known to be the person(s) described in and who execute	d the foregoing instrument, and acknowledged that (he) (she)
(they) executed the same as (his) (her) (their) free act and deed.	Albert By Starty
	My Commission Expires Oct. 30, 1980.

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24570 STATE OF Oregon County of Klamath On this 19 day of <u>December</u>, 19 77, before me, personally appeared Thomas M. Venable, Patricia A. Venable, Charles W. Biaggi and Peggy J. Biaggi, known to me to be the partners in the partnership which executed the within instrument, and acknowledged that they executed the same as such partners and in the partnership name freely and voluntarily. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My commission expires TATE OF OREGON; COUNTY OF KLAMATH; ss. ded for record at request of __MOUNTAIN TITLE CO this 20thoy of DECEMBER o'clock PM., and fully recorded in Vol. M77 Return ATTE .. on Page 24565 FEE \$ 18.00 Liberal fund Bank P.O. Pn/ 148 H. Falk, Ou FFATE OF OREGON; COUNTY OF KLAMATH; 88. this 30th day of January _A. D. 1978 at 2:0% clock P.M., and tuly recorded in Vol. M78, of Mortgages __ on Page <u>178</u>2 Fee \$21.00

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