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FLB 697A (6-77)

mtc 4520
FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 9th day
 of November, 19 77

Biaggi and Venable, a partnership consisting of Thomas
M. Venable, Patricia A. Venable, Charles W. Biaggi and
Peggy J. Biaggi; Thomas M. Venable and Patricia A.
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, 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 two (2) pages
 marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

PAGE 1 of 2

EXHIBIT "A"

FLB 171514-8

Township 37 South, Range 10 East of the Willamette Meridian:

Parcel 1 Section 14: $W\frac{1}{2} SW\frac{1}{4}$
Parcel 2 Section 15: $NW\frac{1}{4} NW\frac{1}{4}, S\frac{1}{2} N\frac{1}{2}, NE\frac{1}{4} SE\frac{1}{4}$
Parcel 3 Section 23: $W\frac{1}{2} NE\frac{1}{4}, SE\frac{1}{4} NE\frac{1}{4}, E\frac{1}{2} SE\frac{1}{4}$
Parcel 4 Section 24: $SW\frac{1}{4} SW\frac{1}{4}$
Parcel 5 Section 25: $W\frac{1}{2}, W\frac{1}{2} SE\frac{1}{4}$
Parcel 6 Section 26: $E\frac{1}{2} E\frac{1}{2}$
Parcel 7 Section 35: $NE\frac{1}{4} NE\frac{1}{4}$
Parcel 8 Section 36: All

Township 37 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian:

Parcel 9 Section 32: $W\frac{1}{2} SE\frac{1}{4}$

Township 38 South, Range 10 East of the Willamette Meridian:

Parcel 10 Section 12: $NE\frac{1}{4}, E\frac{1}{2} NW\frac{1}{4}, NE\frac{1}{4} SE\frac{1}{4}$

Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian:

Parcel 11 Section 6: Government Lots 4, 5, 6 and 7, $SE\frac{1}{4} NW\frac{1}{4}, E\frac{1}{2} SW\frac{1}{4}, SW\frac{1}{4} SE\frac{1}{4}$

Parcel 12 Section 7: Government Lots 1, 2, 3 and 4, $W\frac{1}{2} E\frac{1}{2}, SE\frac{1}{4} NE\frac{1}{4}, E\frac{1}{2} W\frac{1}{2},$
 $E\frac{1}{2} SE\frac{1}{4}, NE\frac{1}{4} NE\frac{1}{4}$

Parcel 13 Section 8: $W\frac{1}{2} SW\frac{1}{4}$

Parcel 14 Section 17: $W\frac{1}{2}$

Parcel 15 Section 18: Government Lots 1 and 2, $NE\frac{1}{4}, E\frac{1}{2} NW\frac{1}{4}$

Parcel 16 Section 20: $SW\frac{1}{4} NE\frac{1}{4}, NW\frac{1}{4}, N\frac{1}{2} SW\frac{1}{4}, W\frac{1}{2} SE\frac{1}{4}, SE\frac{1}{4} SE\frac{1}{4}$

Parcel 17 Section 21: $S\frac{1}{2} SW\frac{1}{4}, SW\frac{1}{4} SE\frac{1}{4}$
 of the $SW\frac{1}{4} NE\frac{1}{4}$ and $SE\frac{1}{4} SW\frac{1}{4}$ conveyed to Oregon-California
 & Eastern Railway Co. by deed recorded November 4, 1927
 in Book 79 at page 56.

Parcel 19 Section 28: $N\frac{1}{2}, NE\frac{1}{4} SW\frac{1}{4}, SE\frac{1}{4}$

Parcel 20 Section 29: $NE\frac{1}{4}, SE\frac{1}{4} NW\frac{1}{4}, E\frac{1}{2} SW\frac{1}{4}$

Parcel 21 Section 32: $NE\frac{1}{4} NW\frac{1}{4}$

Vol. M, 78 Page 1782
 Vol. 11 Page 24565

FLB
 LOAN 171514-8

Recorded _____
 at _____ o'clock _____
 _____, Page _____

Auditor, Clerk or Recorder

1783
 24566

Township 37 South, Range 10 East of the Willamette Meridian:

- Parcel 1 Section 14: $W\frac{1}{2} SW\frac{1}{4}$
Parcel 2 Section 15: $NW\frac{1}{4} NW\frac{1}{4}, S\frac{1}{2} N\frac{1}{2}, NE\frac{1}{4} SE\frac{1}{4}$
Parcel 3 Section 23: $W\frac{1}{2} NE\frac{1}{4}, SE\frac{1}{4} NE\frac{1}{4}, E\frac{1}{2} SE\frac{1}{4}$
Parcel 4 Section 24: $SW\frac{1}{4} SW\frac{1}{4}$
Parcel 5 Section 25: $W\frac{1}{2}, W\frac{1}{2} SE\frac{1}{4}$
Parcel 6 Section 26: $E\frac{1}{2} E\frac{1}{2}$
Parcel 7 Section 35: $NE\frac{1}{4} NE\frac{1}{4}$
Parcel 8 Section 36: All

Township 37 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian:

- Parcel 9 Section 32: $W\frac{1}{2} SE\frac{1}{4}$

1783
24566

Township 38 South, Range 10 East of the Willamette Meridian:

- Parcel 10 Section 12: $NE\frac{1}{4}, E\frac{1}{2} NW\frac{1}{4}, NE\frac{1}{4} SE\frac{1}{4}$

Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian:

- Parcel 11 Section 6: Government Lots 4, 5, 6 and 7, $SE\frac{1}{4} NW\frac{1}{4}, E\frac{1}{2} SW\frac{1}{4}, SW\frac{1}{4} SE\frac{1}{4}$
Parcel 12 Section 7: Government Lots 1, 2, 3 and 4, $W\frac{1}{2} E\frac{1}{2}, SE\frac{1}{4} NE\frac{1}{4}, E\frac{1}{2} W\frac{1}{2}, E\frac{1}{2} SE\frac{1}{4}, NE\frac{1}{4} NE\frac{1}{4}$
Parcel 13 Section 8: $W\frac{1}{2} SW\frac{1}{4}$
Parcel 14 Section 17: $W\frac{1}{2}$
Parcel 15 Section 18: Government Lots 1 and 2, $NE\frac{1}{4}, E\frac{1}{2} NW\frac{1}{4}$
Parcel 16 Section 20: $SW\frac{1}{4} NE\frac{1}{4}, NW\frac{1}{4}, N\frac{1}{2} SW\frac{1}{4}, W\frac{1}{2} SE\frac{1}{4}, SE\frac{1}{4} SE\frac{1}{4}$
Parcel 17 Section 21: $S\frac{1}{2} SW\frac{1}{4}, SW\frac{1}{4} SE\frac{1}{4}$
Parcel 18 Section 27: $S\frac{1}{2} NE\frac{1}{4}, W\frac{1}{2} SW\frac{1}{4}, SE\frac{1}{4} SW\frac{1}{4}$, EXCEPTING THEREFROM that portion of the $SW\frac{1}{4} NE\frac{1}{4}$ and $SE\frac{1}{4} SW\frac{1}{4}$ conveyed to Oregon-California & Eastern Railway Co. by deed recorded November 4, 1927 in Book 79 at page 56.
Parcel 19 Section 28: $N\frac{1}{2}, NE\frac{1}{4} SW\frac{1}{4}, SE\frac{1}{4}$
Parcel 20 Section 29: $NE\frac{1}{4}, SE\frac{1}{4} NW\frac{1}{4}, E\frac{1}{2} SW\frac{1}{4}$
Parcel 21 Section 32: $NE\frac{1}{4} NW\frac{1}{4}$

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. Motor, 1800 RPM, Serial #1013946, with a Peerless centrifugal 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 #5K1364GF1 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: *EWB, TV, LWB, RB.*

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Also, together with a Howard Manor Mobile Home, Model 1977, Serial #OS0567UX,
or any replacement thereof, which is declared to be appurtenant thereto. ✓

and, curb, RB, Pav.

2-28

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 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, a corporation, executed by the undersigned, dated November 8 1977.

Thomas M. Venable
Thomas M. Venable
Patricia A. Venable
Patricia A. Venable
Charles W. Biaggi
Charles W. Biaggi
Peggy J. Biaggi
Peggy J. Biaggi

BIAGGI and VENABLE
By: Thomas M. Venable
Thomas M. Venable, a partner
By: Patricia A. Venable
Patricia A. Venable, a partner
By: Charles W. Biaggi
Charles W. Biaggi, a partner
By: Peggy J. Biaggi
Peggy J. Biaggi, a partner

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.

Thomas M. Venable
Thomas M. Venable
Patricia A. Venable
Patricia A. Venable
Charles W. Biaggi
Charles W. Biaggi
Peggy J. Biaggi
Peggy J. Biaggi

BIAGGI and VENABLE

By: Thomas M. Venable
Thomas M. Venable, a partner
By: Patricia A. Venable
Patricia A. Venable, a partner
By: Charles W. Biaggi
Charles W. Biaggi, a partner
By: Peggy J. Biaggi
Peggy J. Biaggi, a partner

STATE OF Oregon }
County of Klamath } ss.

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 the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

Albert M. Hickey
NOTARY PUBLIC
My Commission Expires Oct. 30, 1980

STATE OF Oregon }
County of Klamath } ss.

On December 19, 1977, before me personally appeared

Charles W. Biaggi and Peggy J. Biaggi,
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.

Albert M. Hickey
NOTARY PUBLIC
My Commission Expires Oct. 30, 1980

Max

STATE OF Oregon)
) ss.
County of Klamath)

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On this 19 day of December, 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.

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 20th day of DECEMBER A. D. 19 77 at 3:51 o'clock P. M., and

fully recorded in Vol. M77, of MORTGAGES on Page 24565

FEE \$ 18.00

*Return
MTC*

Federal Land Bank

P.O. Box 148

H. Falls, Or

By *Bernetha J. Giloch* Wm D. MILNE, County Clerk

INDEXED

13 V 1

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of XXXXXXXXXX

this 30th day of January A. D. 19 78 at 2:08 o'clock P. M., and

fully recorded in Vol. M78, of Mortgages on Page 1782

By *Bernetha J. Giloch* Wm D. MILNE, County Clerk

Fee \$21.00