

A. 29278

48910 REAL ESTATE MORTGAGE Vol. <sup>m</sup> 78 Page 11041

KNOW ALL MEN BY THESE PRESENTS, That on this 12th day of April, 1978,

-----DENNIS W. ROBINSON & LINDA M. ROBINSON, H/W-----

hereinafter called the MORTGAGORS, hereby grant, bargain, sell, convey and mortgage to-----

-----KLAMATH PRODUCTION CREDIT ASSOCIATION,  
a corporation organized and existing under the Farm Credit Act of the Congress of the United States, as amended, with its  
principal place of business in the City of-----Klamath Falls

State of-----Oregon-----, hereinafter called the MORTGAGEE, the following described real estate in the  
County of-----Klamath-----, State of-----Oregon-----, to-wit:

A tract of land situated in Secs. 21 and 28, Twp. 40S., described as follows:  
Beginning at the Southwest Corner of a tract of land described as Parcel I in Volume M-76 at Page 4925, Klamath County Deed Records, from which the Northeast Corner of the Southeast 1/4 of said Sec. 21 bears N67°12'19" E, 4256.53 feet; thence EAST along the South Line of said Parcel I, 69.28 feet to the centerline of an irrigation ditch; thence Southeasterly along said centerline the following courses and distances: S52°06'36"E, 88.07 feet; S46°56'52"E, 324.75 feet; S88°23'49"E, 425.37 feet; N79°52'31"E, 19.91 feet, S74°15'24"E, 346.81 feet; S66°51'57"E, 93.41 feet; S88°01'46"E, 418.75 feet; N77°03'52"E, 29.04 feet, S87°58'24"E, 393.05 feet; N50°01'13" E, 59 feet more or less to the Westerly Line of Lost River; thence Southeasterly along said Westerly Line to the South Line of the NW 1/4 NE 1/4 of said Section 28; thence Westerly along last mentioned South Line to the Southwest Corner of said NW 1/4 NE 1/4; thence Southerly along the East Line of the NW 1/4 of said Section 28 to the Southeast Corner of said NW 1/4; thence Westerly along the South Line of said NW 1/4 to the Northerly right of way line of State Highway No. 39; thence Northwesterly along said right of way line to the centerline of the U.S.B.R. Drain; thence Northeasterly along said centerline N38°35'09"E, 293 feet; thence continuing along said centerline N08°27'19"E, 865 feet; thence, leaving said centerline, S81°32'41" E 46.22 feet to the centerline of an irrigation ditch; thence N54°34' E along the centerline of said irrigation ditch; 239.76 feet; thence continuing along the centerline of said irrigation ditch, N00°54'33"E, 1250.42 feet; thence, leaving said centerline, EAST, 12.59 feet, more or less to the point of beginning containing 165.8 acres more or less.

SUBJECT TO: Any and all right of ways and easements of record and those apparent on the land.

together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and watering apparatus, now or hereafter belonging to, located on, or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits and rights of way thereof, appurtenant to said premises or used in connection therewith; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagors covenant that they will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that they will not sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

SUBJECT TO-----

This conveyance is intended as a mortgage to secure the performance of the covenants and agreements hereinafter contained and the payment of the following described promissory note(s) made by one or more of the Mortgagors (unless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with all renewals or extensions thereof:

MATURITY DATE	DATE OF NOTE	AMOUNT OF NOTE
April 5, 1979	April 12, 1978	\$81,026.00

Also this mortgage is intended to secure all future loans or advances made or contracted within a period of FIVE (5) YEARS from and after the date of recording of this mortgage, provided, however, that the maximum amount of all indebtedness to be secured by this mortgage shall not exceed in the aggregate at any time the sum of \$81,026.00, exclusive of accrued interest and of advances made in accordance with the covenants of this mortgage to protect collateral.

All present and future indebtedness secured by this mortgage shall bear interest at the rate specified in the note(s) evidencing such indebtedness, provided, however, that if such rate or rates are thereafter increased or decreased by Mortgagee, all of the indebtedness secured hereby shall bear such increased or decreased rate of interest from the effective date thereof.

The continuing validity and priority of this mortgage as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

#### 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 encumbrances except as stated above; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be extinguished by any foreclosure hereof, but shall run with the land;