

53884

REAL ESTATE MORTGAGE Vol. 18644 Page 18644

KNOW ALL MEN BY THESE PRESENTS, That on this 9th day of August, 1978,
-----HAROLD A. CAMPBELL AND DOLLY L. CAMPBELL, Husband and wife-----

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

-----KLAMATH-----
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

(SEE EXHIBIT "A" ATTACHED)

(EXHIBIT "A")

Twp. 38 South, Range 9 E.W.M.

Section 22: $E\frac{1}{2}SE\frac{1}{4}$

Section 23: $SW\frac{1}{4}NE\frac{1}{4}$; $W\frac{1}{2}SW\frac{1}{4}$; $SE\frac{1}{4}SW\frac{1}{4}$; $SE\frac{1}{4}$; $E\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$; $SE\frac{1}{4}NW\frac{1}{4}$

Section 25: $W\frac{1}{2}$; $W\frac{1}{2}SE\frac{1}{4}$

Section 26: $E\frac{1}{2}$; $NW\frac{1}{4}$; $E\frac{1}{2}SW\frac{1}{4}$; $E\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 27: $E\frac{1}{2}NE\frac{1}{4}$

Section 36: $W\frac{1}{2}NE\frac{1}{4}$, EXCEPTING THEREFROM those parcels conveyed to El Paso Natural Gas Company
by various deeds recorded Oct. 12, 1961, Deed Volume 333 at page 141, Deed Volume 334 at
page 150, recorded Dec. 1, 1961, all records of Klamath Co. Oregon.

A tract of land situated in the $NE\frac{1}{4}SW\frac{1}{4}$ and the $SE\frac{1}{4}$ of Sec. 36, as follows: Beginning at a
brass cap monument marking the initial point, said point being on the south line of said
Sec. 36 and South $89^{\circ}42'0''$ West 22.80 feet from the iron pin marking the Southeast corner
of the $SW\frac{1}{4}SE\frac{1}{4}$ of said Sec. 36 and said point being the Southeast corner of Parcel 5 in
Deed Volume 339, at page 301, Klamath Co. Deed Records; thence North $26^{\circ}33'45''$ West 269.40
feet (North $26^{\circ}7'$ West by said Deed Records) to an iron pin; thence North $32^{\circ}10'45''$ West
349.80 feet (North $31^{\circ}44'$ West by said Deed Records) to an iron pin; thence North $31^{\circ}44'$
West 227.5 feet; thence North $15^{\circ}49'$ West 630.3 feet; thence North $42^{\circ}8'$ West 1811.5 feet
to a point on the East and West center line of said Sec. 36; thence East on said center
line to the East line of said Sec. 36; thence South along said East line to the Southeast
corner of said Sec. 36; thence West along the South line of said Sec. 36 to the point of
beginning.

Twp. 38 South, Range 10 E.W.M.

Section 31: $SW\frac{1}{4}SW\frac{1}{4}$

Twp. 39 South, Range 9 E.W.M.

Section 1: $E\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$; $NW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$; $NE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$

Twp. 39 South, Range 10 E.W.M.

Section 6: $NW\frac{1}{4}$

Portion of $SW\frac{1}{4}$ described as follows: A Tract of land lying in the $SW\frac{1}{4}$ of Sec. 6, Twp. 39S.
R. 10 E.W.M. more particularly described as follows: Beginning at a point on the East
line of the $SW\frac{1}{4}$ said Sec. 6, which point is the intersection of said East line and the East-
West $1/16$ line in said $SW\frac{1}{4}$; thence South along said East line of Sec. 6, a distance of 414
feet to a point; thence North $60^{\circ}34\frac{1}{2}'$ West 1922.5 feet to the Northeasterly boundary line
of Skyline View, a platted subdivision; thence along the Northeasterly boundary of the
Skyline View as follows: North $32^{\circ}59'$ West 548.9 feet to a point; thence North $65^{\circ}3'$ West
680.2 feet to a point; thence North $0^{\circ}27'$ West 25.6 feet to the North-line of $SW\frac{1}{4}$ of said
Sec. 6; thence East along said North line to the Northeast corner of the $SW\frac{1}{4}$ of said Sec. 6
thence South along the East line of the $SW\frac{1}{4}$ to the point of beginning.
EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT PREVIOUSLY RELEASED: A tract of land situated in
the $SE\frac{1}{4}$ of Sec. 36, Twp. 38 S., Range 9 E.W.M. described as follows: Beginning at the
South quarter corner of said Sec. 36; thence North $27^{\circ}17'5''$ East 1513.88 feet to a 2 inch
galvanized iron pipe marking the initial point of Tract 1003-Third Addition to Moyina; then
South $16^{\circ}15'45''$ East 293.23 feet to a spike on the easterly line of said Tract 1003; thence
North $38^{\circ}37'25''$ East 618.45 feet to a 1/2 inch iron pipe marking the True Point of Beginn-
ing of this description; thence North $39^{\circ}42'35''$ West 87.48 feet; thence North $38^{\circ}37'25''$
East 125 feet; thence South $39^{\circ}42'35''$ East 148.74 feet; thence South $58^{\circ}37'25''$ West 125
feet; thence North $39^{\circ}42'35''$ West 61.26 feet to the True Point of Beginning.

stated above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be ex-
tinguished by any foreclosure hereof, but shall run with the land;

To pay when due all debts and money secured hereby;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above:

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which said insurance shall be made payable, in case of loss, to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee;

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, and shall be immediately repayable by the Mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

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, 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 of 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 the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be 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, except under circumstances where such taking is expressly prohibited by law, 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 and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted.

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.

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

x Harold A. Campbell
x Daisy D. Campbell

ACKNOWLEDGEMENT

(Leave this space blank for filing data)

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

Klamath Production Credit Assn.

On this 2nd day of August, A.D. 19 78

at 2:32 o'clock P. M., and duly

rec. Gov. in Vol. 478 of Mortgages

page 18644

Wm. L. NE, County Clerk

By Bernard A. Smith Deputy

Fee \$9.00

STATE OF Oregon ACKNOWLEDGMENT.

County of Klamath

on this 10th day of August, 19 78

before me, the undersigned officer, personally appeared

the above named Harold A. Campbell and

Daisy D. Campbell

and acknowledged to me that they are the

persons whose names are subscribed to the foregoing

instrument, and that they executed the same for the

purposes and in the capacity therein expressed.

Given under my hand and seal of office, at the City of Medford,

State of Oregon, this 10th day of August, 19 78.

My Commission expires 16-18-78

