Form PCA 405
Spokane (Rev. 12-74)

Member No. 62229

REAL ESTATE MORTGAGE

Vol. M 79 Page 3077

RECEIVED 8:30 am FEB 8 1979

On this 31st day of January 19 79

RICHARD G. GARNER AND BETTY M. GARNER, Husband and wife

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:

(SEE ATTACHED DESCRIPTION)

Twp. 38 South, Range 11½ E.W.M.: Section 24: E½NW¼, NE¼, E½SE¼
Twp. 38 South, Range 11 E.W.M.: Section19: Lot 1 (NW¼NW¼) EXCEPTING the following described portions thereof, to-wit: Commencing on the East line of Lot 1, Sec. 19, Twp. 38S.,R. 11 EWM at a point South 00 degrees 28' West 515.42 feet from the Northeast corner of said Lot 1, and running South 00 degrees 28' West along said East line a distance of 104.36 feet; thence North 89 degrees 32' West 104.36 feet to a point; thence North 00 degrees 28' East 104.36 feet to a point; thence South 89degrees 32' East 104.36 feet to a point of beginning. Easterly 30 feet of said Lot 1, Sec. 19, T. 38S.,R. 11 EWM, extending from the North boundary to the South boundary of said lot; and ALSO EXCEPTING the following-described real property: Beginning at a 5/8-inch iron pin marking the Northwest corner of said Sec. 19; thence South 89 degrees 32' East along the North line of said Sec. 19 a distance of 1031.24 feet to the true point of beginning of this description; thence South 0 degrees 28' West at right angles to the North line of said Sec. 19 a distance of 30.00 feet to a 1/2-inch iron pin on the south right of way line of the County Road; thence continuing South 0 degrees 28' West a distance of 260.40 feet to a 1/2-inch iron pin; thence South 89 degrees 32' East parallel with the North line of said Sec. 19 a distance of 150.00 feet to a 1/2-inch iron pin; thence North 0 degrees 28' East a distance of 260.40 feet to a 1/2-inch iron pin on the Sjouth line of said County Road; thence continuing North 0 degrees 28' East a distance of 30.00 feet to the North line of said Sec. 19; thence North 89 degrees 32' West along the North line of said Sec. 19 a distance of 150 feet to the true point of beginning. The above-described tract of land contains 1.00 acres, more or less, and includes a 30-foot strip of land in the county road right of way along the Northerly 30 feet thereof.
FURTHER ALSO EXCEPTING: a tract of land situated in Lot 1, Sec. 19, T.38S, R. 11 EWM, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin marking the northwest corner of said Sec. 19; thence S. 89°32' E along the north line of said Sec. 19 a distance of 1181.24 feet to the True Point of Beginning of this description; thence S 00°28' W a distance of 290.40 feet; thence S 89°32' E a distance of 135 feet, more or less to the West line of that tract of land described in Deed Volume M 68, page 1820 of the Klamath County deed records; thence northerly along said west line 290.40 feet to the north line of said Lot 1; thence N. 89°32' W a distance of 135 feet to the true point of beginning, being subject to any easements and rights-of-ways of record or apparent.

ALSO EXCEPTING E½NW¼, W½NE¼, Sec. 24, Twp. 38 South, Range 11½ E.W.M.

RGG B.M.G.

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(S)	DATE OF NOTE(S)	AMOUNT OF NOTE(S)
January 5, 1979	December 21, 1977	$187,673.00
January 5, 1979	October 18, 1978	33,000.00
March 5, 1979	January 8, 1979	23,425.00
March 5, 1979	January 31, 1979	60,000.00

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 $ 325,000.00, 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.

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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 in whole or in part 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(S)	DATE OF NOTE(S)	AMOUNT OF NOTE(S)
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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;

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 demolishment 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.

Ret: Klam Fed Cr.
P.O. Box 148
City

x Richard G. Garner

x Betty M. Garner

ACKNOWLEDGMENT

STATE OF Oregon
County of Klamath } ss.

On this 2nd day of February, 1979 before me, the undersigned officer, personally appeared the above named Richard G Garner & Betty M. Garner and acknowledged the foregoing instrument to be their voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Carol Chieders
Notary Public, State of Oregon
My Commission expires 10-18-82

CAROL CHILDERS NOTARY PUBLIC STATE OF OREGON

State of Oregon,
County of Klamath } ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of FEBRUARY, 1979, at 8:30 o'clock A M. and recorded on Page 3077 in Book M 79 Records of MORTGAGES of said County.

WM. D. MILNE, County Clerk

By J Hazel Drazil Deputy

Fee $ 9.00

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