| Spokane (Rev. 12-74) 5 |
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| が、これには、1945年は1941年には、1947年には、1947年には、1947年には、1947年に |
| ### ELIZABETH M. KRUEGER, Husband and wife- |
| phereinafter called the MORTGAGORS, hereby grant, bargain, sell, convey and mortgage to |
| KLAMATH |
| and I am oremit Act of the Congress of the United States of Green and |
| Plate of business in the City of Klamath Falls State Creams State Crea |
| State of OTEGOII hereinafter called the MORTGAGEE, the following described real estate in the |
| County of Klamath State of Oregon to to to to the State in the County of |
| NEWSEN Section 27, Twp. 39 South, Range 9 E.W.M. Excepting a portion conveyed to Modoc Northern Railway Company dated 8-23,1910 and recorded 9-19-10 |
| |
| IN WITNESS WHEREOF, The Morigagors have bereance see their hands the day and year first meets aritities |
| The covenants and agreements herein contained shall extend to and be hieding upon the heirs, executors to anistro- tors, successors and assigns of the respective parties herefo. |
| All rights and remedies conterred on Morigages by this mortgage are cumulative and additional to a control of this mortgage is found moving or or rights and remedies conferred by lave and are not exclusive. If any provision of this mortgage is found moving or or references in invalidity or unonforceability shall not affect any other provision become the mortgage given in the contents of the mortgage given by the invalid or unenforceable provision had been quitted. |
| Upon or during the continuance of any default hereunder, the Mortgan of full have an one with about a large and take possession thereof, except under circumstances since such asked to be upon the mortgaged premises and take possession thereof, and apply the same less rescondric costs or referred. Explained by law, and collect the rents, issues and profits of the Mortgages shall have the right to the appointment of course of the mortgaged primises and/or to manage the property during the parties of the ceedings. The rents, issues and profits of said premises after default shall accrue to Mortgage the rents are a second and mortgaged to Mortgage as additional security for the indebtedness bear a described. |
| agree to pay it remains the success of searching the proofes and do onlying or marging the con- agree to pay the reasonable costs of searching the proofes and do onlying or marging the con- and expenses shall be secured hereby and he included in the doctor of tercelosure. |
| 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 and will execute all waivers and other documents required to give effect to these covenants, and that they will mot sell, transfer, assign or otherwise dispose of said rights or privileges without the said real property. |
| Should the Market and the property and the mortgagee. Should the Market and the |
| Should the Managains he of become in default in any of the coverants of agreement in a Should the Managains he of become in default in any of the coverants of agreement in a Should the same in whose or in part, and all expendences in a second in a same in whose or in part, and all expendences in a second in a same in whose or in part, and all expendences in a second in a seco |
| Lo regardant to del Maturity Dates of described by the Match 21 of 1979 and the interest as hereinafter provided and together with all stranger to del Maturity Dates of loss of loss to the Mortgages. The Match 21 of 1979 and the interest as hereinafter provided and together with all stranger to del Maturity Dates of loss to the Match 21 of 1979 and the interest as hereinafter provided and together with all stranger to del Maturity Dates of loss to the Match 21 of 1979 and the interest as hereinafter provided and together with all stranger to del Maturity Dates of loss to the Match 21 of 1979 and the interest as hereinafter provided and together with all stranger to del Maturity Dates of loss o |
| To pay when due all taxes and assessments upon said premises; and to caller no otier has an embrane the lien of this mortgage to exist at any time against said premises, except as stated meno. |
| To keep the buildings and other improximants now or hereafter extrag to say promote a secondary of an extensive of an extensive of an extensive of any thereofy not to contain a secondary of a secondary |
| 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 a secure of the secure of th |

secured by this mortgage shall not exceed in the aggregate at any time the sum of \$ 8,692.00 , exclusive of accrued interest and of advances made in accordance with the covenants of this mortgage to protect collateral.

The continuing validity and priority of this mortgage shall bear interest at the rate specified in the note(s) evidencing 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 make loans or advances.

روم دوم 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 same; and that said premises are tree from encumorances except as stated above, and each of the mortgagors will warrant and defend the same foreven 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; excount in the miles are at our rane into and or y

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; o the order of the Montages, to a

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to ក់ផ្លូវនារាជាជា (១៩៩) this mortgage. किया है । जिल्ली किया के अध्यक्तिक व

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 Mortgage 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 berefug and be included in the decree of foreclosure. 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. orgion Conveyed to Modoc Morthorn ACKNOWLEDGEMENT Count 60 Box 148 2001 CLATE OF Oregon hereinather called file Klamath STATE OF OREGOND this space blank for filing data)
County of Klomoth) 28th ACKNOWLEDGMENT., 15 this 2nd cap or april 2000 especial esp Filed for record at request of any express invites the frame Cinc amath Production Credit on this 10thday of April Ap. 19 79 minul acknowledged thoughts the instrument to be 11:17 A M, and duly ME...their voluntary act and doed. recorded in Vol. M79--- of Mortgages WITHESS WHELE BY I HELEWISO OUT MY hand and W. Scal. Wm D. MILNE, County Clerk Fight, Stelle of Oregon Fee_\$6.00 10-18-82