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FLB 697A (8-77) , estimated or renewed to them by the light 37 restrictly be the or any depart A^{2} , A^{2} , A

TEDERAL LAND BANK MORTGAGE ad other fixtures, now or hereafter belonging KNOW ALL MEN BY, THESE PRESENTS, That on this = 29th = dayority

evidenced, and direlies or other conduits, rents in: 08-91, - Tulv ant to said pressess or any part thereof, or used in connection tilerewith. Charles, R. Strohkirch and Sandra M. Strohkirch, husband and

one promissory note made by the mortgraphy to the onlargolythe mortgrapes of even as provable on the first day of October. 2015. 副關係

that nev an lewfully prized of said plentize in fee simple have good nght and lawful aphonity theopyey and montpace the same, and that said premises are the from perturbrance; and each of the montgagors will warrant and defend the tame forever against the lawful fains (nd demands of T persons whomsoever, and this covenant chall not be extinguished by any foreclicate

To nay all contract money would in the when the

Ehereinafterscalled: the Mortgagors; hereby: grant, bargain, tsell; convey (and mortgagetts chime sont), but could be a constant of togTHE; FEDERAL: LAND BANK: OF SPOKANE; as corporation in Spokane; Wash-a constant of bits and a constant of the constant ington; hereinafter; called) the Mortgagee, the following described real estate in the constraint was have a series of the serie nin: County of Klamath Statelof Oregon

laws, with a second state of the second sector of a free they the property and its needed that to use as permit the use of vac premises for any unlated or opertionable putpose, not to cut or premit the cuttors of tember from said promises except The description of real property covered by this mortgage is attached below. the transfer to the set cl-generation

FLB #184516-9

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A portion of Section 3, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: 19d 159

Starting at the section corner common to Sections 3, 4, 9 and 10, Township 40 South, Range 9 East of the Willamette Meridian; thence North 89° 50' 30" East, a distance of 1314.24 feet to the point of beginning; thence South 89° 50' 30" West a distance of 49.10 feet; thence North 1° 02' 30" East a distance of 1071.98 feet; thence North 89° 55' 30" East a distance of 661.30 feet to a point on the East line of the NW&SE&SW&; thence South 0° 11' 30" East a distance of 392.29 feet to the Southeast corner of the NW&SE&SW&; thence South 89° 50' 30" West along the South line of NW&SE&SW& a distance of 649.24 291: 4 sor si 10 1 risi 🖓 111.543 sult

90. 50' 30" West along the South line of NW4SE4SW4 a distance of 649.24 feet, more or less to a 5/8" iron pin; thence South 1° 02' 30" West a distance of 678.69 feet, more or less, to the point of beginning. All measurements are based on Survey Map #1430 filed in the office of the County Engineer on January 5, 1970.

1108 10 The SYSEXSWA and NEWSEXSWA of Section 3, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Hi : Oregon. lle.

59 SAVING AND. EXCEPTING the following: ניבר,

Starting from the section corner common to Sections 3, 4, 9 and 10, Township 40 South, Range 9 East of the Willamette Meridian, in the)iiii County of Klamath, State of Oregon; thence North 89° 50' 30" East a distance of 2610.84 feet; thence North 0° 11' 30" West a distance of 1069.73 feet to the point of beginning; thence North 0° 11' 30" West a distance of 267.44 feet; thence South 89° 57' 30" West a distance of 661.30 feet; thence South 0° 11' 30" East a distance of 267.71 feet; thence North 89° 55' 30" East a distance of 661.30 feet, more or less, to the point of beginning. All measurements are based on Survey Map #1430 filed in the office of the County Engineer on January 5, 1970. of as

EXCEPTING THEREFROM any portion of the above described property which may lie within the boundaries of the right of way of the Oregon State Highway #432.

and a second second second

Together with a 25 H.P. G.E. electric motor, with a Cornell centrifuagl pump, and 1295 feet of steel and PVC buried mainline, and any replacements thereof, all of which are hereby declared to be appurtenant thereto. u

and. Initials: CRS

nase avail dollar here wit you

FLB 115-P.il LOAN 1184516-91-1114

Recorded o'clock ;at , Page _ Auditor, Clerk or Recorder

and the payment of the debi concernical installments, the last of which being due an

MORTGAGORS COVENANT AND AGRE

hereof, but shall non with the land.

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including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by more agois on hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads; now or hereafter belonging-to-or-used-in-connection-with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fix tures, now or hereafter belonging to or used in connection with the above elevating, watering and integrating apparatus and other instances, now of including considered to be appurtenant-to said land; and together with all waters and water rights described premises, all-of-which-are-hereby declared-to-be appurtenant-to said land; and together with all waters and water rights of every-kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor,

which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith. This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even with interest as provided for in said note, being payable in

date here with, for the principal sum of \$26,000.00 installments, the last of which being due and payable on the first day of October 2015

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 encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure

hereof, but shall run with the land.

To pay all debts and money secured hereby when due. To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any sbuilding structure for improvement in progress, any improvements to existing structures in progress; and any improvements or remodeling for which the loan hereby secured (was granted in whole or in part; not to remove or demolish or permit the removal or demolishment of any (building thereon; to restore promptly in a good and workmanlike-manner-any building-structure or improvement thereon which may be damaged or destroyed; to comply with all laws; ordinances; regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike, manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or

hereafter appurtenant to or used in connection with said premises. To pay before delinquency all taxes; assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no

other encumbrance, charge or lien against said premises which is superior to this mortgage. To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which

may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it may elect. If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the

indebtedness hereby secured in such manner as it shall elect. Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same whole or in part and all expenditures made by the mortgagee in so doing, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at

the default rates provided for in the note hereby secured. 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, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, 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

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit default 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 attomey's fees, and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and the decree of foreclosure upon the mortgaged premises and take possession thereof, 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. The rents, issues and profits of said premises after

default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described. This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 197.1 and any acts amendatory or supplementary there to and the regulations of the Farm Credit Administration, and are subject

to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein. The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators,

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successors and assigns of the respective parties hereto.

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

Sandia		eneli	
Charlie	K. Xunh	a M. Strohkirc	
By: On Sandra M. St	<u>Charl</u>	es R. Strohkir	
		<u></u>	
STATE OF	territe esterational constants		
STATE OF	Oregon	<u> </u>	Qa
County of	Klamath	·//) ss.)	
Onsthis <u>now6th</u> to mesknownsto	day of <u>August</u> whethe (individu	1980_befor al:described i	e me personally appeared <u>Sandra M. Strohkirch</u> n and who executed the within instrument for
nerself and al	lso as Attornev i	n Fact for Cha	n and who executed the within instrument for rles R. Strohkirch, and acknowledged to me that ed for herself and also as her free act and doo

as Attorney in Fact for Charles R. Strohkirch and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Charles R. Strohkirch is now living. 93:

Inswitness whereof, I have hereunto set my hand and have fixed my official seal and year in this certificate first above written. and the second s

to the Summer to be the presently described to a straine use strained on Correct My Commission expires Oct Lenge estended the markety (but) (but) clears that () and Card

Notary , Public

W Ret: 4/p. 3940 SO. GEC St. STATE OF LOREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the <u>7th</u> August A.D.; 19:80 at 10:59 o'clock A M., and duly recorded in Vol M80 of Mortgages on Page 14655 _day of

oficial Secondaria

WM. D. MILINE, County Clerk_ By Dernetha Afelach Denuty

My Commission Expires