

02118

K-32876

FLB 697A (8-77)

93603

# FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 6th day of November, 1980.

Lynn R. Pope and Lyleen K. Pope, husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Klamath, State of Oregon:

The description of the real property covered by this mortgage is attached below.

FLB #185327-5

## PARCEL 1:

E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette Meridian.

## PARCEL 2:

SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette Meridian.

EXCEPTING THEREFROM the following tracts of land:

Beginning at a point on the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette Meridian, 870 feet East of the Northwest corner of said  $\frac{1}{4}$  section; thence Southwesterly in a direct line to a point on the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ , 450 feet East of the Southwest corner thereof; thence East 570 feet, more or less, along the South line of said quarter section to the Westerly line of a dirt road along the irrigation ditch; thence Northeasterly following the Westerly line of said dirt road to its intersection with the North line of said quarter section, said point of intersection being 50 feet West of the Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 33; thence West to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 33, Township 40 South, Range 11 East of the Willamette Meridian; thence East on the forty line 870 feet, to a point; thence Southwesterly in a direct line to a point in the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 33, which point is 450 feet East of the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 33; thence West on the forty line 450 feet to the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 33; thence North on the forty line 1,320 feet, more or less, to the point of beginning.

## PARCEL 3:

A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette Meridian and more particularly described as follows:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette Meridian; thence Southeasterly in a direct line to the Southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 33; thence West on forty line to the Southwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 33; thence North on forty line 1,320 feet, more or less, to the point of beginning.

## PARCEL 4:

E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette Meridian.

## PARCEL 5:

NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 4, Township 41 South, Range 11 East of the Willamette Meridian.

Together with a 20 HP G.E. electric motor with a Cornell centrifugal pump, a 30 HP

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FLB

LOAN 185327-5

Recorded

at \_\_\_\_\_ o'clock

Page \_\_\_\_\_

Auditor, Clerk or Recorder

24018

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DEC 11 1980

93655

THIS CONTRACT, Made this 8 day of October December, 19 80, between  
FRANK W. OHLUND and JANE A. OHLUND, as tenants in common,

and CARLOS BARRAGAN and YOLANDA BARRAGAN, husband and wife, hereinafter called the seller,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

The South 50 Feet of Lots 14 and 15, Block 7, STEWART ADDITION, in the County of Klamath, State of Oregon

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
2. Regulations, including levies, liens, assessments, rights of way and easements of the Westside Sanitary District.
3. Trust Deed, including the terms and provisions thereof, which bear interest thereon and such future advances as may be provided therein, given to secure the payment of \$6,600.00, dated October 26, 1972, Recorded: October 31, 1972; Trustor: Gene A. Chapman & Alma J. Chapman, husband and wife; Trustee: Robert J. Boivin; Beneficiary: Western Bank, Klamath Falls Branch. (Book M-72 Page: 12577)
4. Contract, including the terms and provisions thereof, dated: August 15, 1977; Recorded: August 16, 1977 in Book M-77, Page: 14892; Vendor: Gene A. Chapman and Alma J. Chapman, husband and wife; Vendee: Sam J. Slightom and Wilma F. Slightom, husband and wife. The Vendees interest in said contract was acquired by instrument, dated: August 29, 1980, Recorded: September 24, 1980 in Book: M-80, Page: 18299 to: Frank W. & Jane A. Ohlund. (Continued on Reverse of this document)

for the sum of Twenty Two Thousand and no/100 - - - - - Dollars (\$ 22,000.00 )  
(hereinafter called the purchase price), on account of which Fifteen Hundred and no/100 - - - - - Dollars (\$ 1,500.00 ) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 20,500.00 ) to the order of the seller in monthly payments of not less than Two Hundred and no/100 - - - - - Dollars (\$ 200.00 ) each, or more, prepayment without penalty,

payable on the 10th day of each month hereafter beginning with the month of December, 19 80, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 10 % per cent per annum from November 10, 1980, until paid, interest to be paid monthly and \* being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is

\*(A) primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on closing 1980 and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof, that he will keep said premises free from mechanics' and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire, with extended coverage, in an amount full insurable value not less than \$ 30 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record; if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

\*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures. Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

FRANK W. & JANE A. OHLUND

P. O. Box 381

Chiloquin, Oregon, 97624

SELLER'S NAME AND ADDRESS

CARLOS & YOLANDA BARRAGAN,

P.O. Box 633,

Winters, California, 95694

BUYER'S NAME AND ADDRESS

After recording return to:

Transamerica Title Ins. Co.

600 Main St.

Klamath Falls, Ore. 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

CARLOS & YOLANDA BARRAGAN,

P.O. Box 633,

Winters, Calif. 95694

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19

at o'clock M. and recorded in book on page or as

file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By

Recording Officer  
Deputy



including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or 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 fixtures, now or hereafter belonging to or used in connection with the above 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 date herewith, for the principal sum of \$ 150,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of April, 2011.

#### 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 building, structure or 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 demolition 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 in 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 default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or 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 records and abstracting or insuring the title, and such sums shall be secured hereby and 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, 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 1971 and any acts amendatory or supplementary thereto 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, successors and assigns of the respective parties hereto.

24020

It is agreed that if there is a prior mortgage to The Federal Land Bank of Spokane on the lands herein mortgaged, or any part thereof, default in the performance of any of the covenants of either this mortgage or the prior mortgage shall be considered a default of both mortgages and mortgagee may, at its option, declare either or both of the mortgages immediately due and payable.

It is agreed that this mortgage, without affecting its validity as a real estate mortgage, is also executed and shall be construed as a Security Agreement and as a Fixtures and/or Equipment Financing Statement under the Oregon Uniform Commercial Code, granting to mortgagee a security interest in the personal property collateral described herein, and in the goods described herein which are fixtures and/or equipment or are to become fixtures. In addition to the rights and remedies provided herein, mortgagee shall have all the rights and remedies granted by such code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Fixtures and/or Equipment Financing Statement, the debtors are the mortgagors, the secured party is the mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 900 Klamath Avenue, P.O. Box 148, Klamath Falls, OR 97601, and the mailing address of the debtors is Star Route, Box 28, Merrill, OR 97633.

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

Lynn R. Pope  
Lyleen K. Pope  
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STATE OF Oregon  
County of Klamath } ss.

On November 13, 1980 before me personally appeared

Lynn R. Pope and Lyleen K. Pope,  
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

RCTC

Dennis Robinson  
NOTARY PUBLIC

My Commission Expires May 9, 1982

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of December A.D., 1980 at 2:38 o'clock P M., and duly recorded in Vol. M80 of Mortgages on Page 24017.

FEE 14.00

WM. P. MILNE, County Clerk  
By Bernetha J. Delach Deputy

CW