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STATE OF		nent was received and filed for record on the
- <u>2nd</u>	[에이 등 THE SEA 2012] 11 11 12 2014 2014 2014 2014 2014 2014	3:33 o'clock P. M., and duly recorded in EVELYN BIEHIN
. Vol <u>M81</u>	of <u>Mortgages</u> on page 71	ACTING COUNTY CLERK

Fee \$<u>10.50</u>

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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 there of, 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 described premises, all of which are hereby declared to be appurtenant to said land, and together with all waters and water rights described premises, an or which are nevery declared to be appurtement to sale land, and together with an water and water remises 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 mortgage, of even date here with, for the principal sum of \$ 185,000,00 with interest as provided for in said note, being payable in with interest as provided for in said note, being payable in June, 2015

installments, the last of which being due and payable on the first day of -

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the MORTGAGORS COVENANT AND AGREE: same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever same, and that said promises are nee nom encomprance, and each of the montgagors will warrant and defend the same foreclosure 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 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 used use construction on sale premises of any outning, structure of improvements 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; structures in progress, and any improvements of remotening for which the total hereon; to restore promptly in a good and 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 workingings internet any outdoing, structure of improvement dieteon which may be damaged of destroyed, to comply whith an laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use laws, orumances, regulations, covenants, continuous and restrictions ancoung the property and its use, not to use or permit in 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 firigated; cultivated, sprayed, pruned and cared for; not to committor, suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company to bay 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 hereafter appurtenant to or used in connection with said premises.

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

nsks in manner and form, and in such company for companies and in such amounts as shall be satisfactory to the moregage, to pay all premiums and charges on all such insurance when due; to deposit with the moregagee, upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance the premises of the premises with receipts showing payment of all premiums and charges affecting with a low payches down in favor of 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

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee indebtedness hereby secured in such manner as it shall elect. (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

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default the default rates provided for in the note hereby secured. 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 muculeuress hereby secured, shan, at the electron of the mortgagee, become infinedrately due whereit 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 which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to default i f bay 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 upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less upon the mortgaget premises and take possession mercon, and concer no terns, issues and promis alored, and appry the same, issues and promise alored, and appry the same, issues and promise alored, and appry the same, issues and promise alored, 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,

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successors and assigns of the respective parties hereto.

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변경 방법 영제 가지도 가장에게 있어? 그는 것 것을 가지지 않는 것 가장을 통하는 것 것 사람들이 한 것 같아. 가지가 있는 것 것 같은 것 같아. 가지		1

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Oregon STATE OF\_

Klamath County of.

Charles G. Duncan and Leone M. Duncan and Rick C. Duncan

SS

0 10 y to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (they) executed the same as (his) (her) (their) free act and deed (he) (sho) (they) executed the same as (his) (her) (their) free act and deed. nd ာ

On

PUBLIC NOTARY

My Commission Expires\_ May 9,

STATE OF Oregon Klamath

County of\_ Rick C. Duncan On October 31, 1980, before me personally appeared

October 31, 1980, before me personally appeared

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1982

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to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she)

NOTARY PUBLIC My Commission Expires May 9, 1982

Federal Land Bank Retur P. O. Box 148 Klamath Jala.

STATE OF OREGON; COUNTY OF KLAMATH: 55.

(they) executed the same as (his) (her) (their) free act and deed.

I hereby certify that the within instrument was received and filed for record on the

2nd \_\_\_day of\_ January A.D., 1981 at 3:33 o'clock P M., and duly recorded in EVELYN BIEHN

Vol\_<u>M81</u> of <u>Mortgages</u> \_on page 71

Fee \$ 10.50

By Sernethand Letted Deputy

ACTING COUNTY GLERK