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Form FmHA 427-1 OR		ROREGON	4 C
	EAL ESTATE MORTGAGE FO		
	entered into by RUSSELL MYE	THE CHAN AND DIAN	A S. SHAW,
control units of all the new second and	entered into by RUSSELL MYE	(EI. DIAW. MAN	
THIS MORIGAGE IS made and			
hushand and wife			where post office
A 1440 WE BRASHOW OF THE SHARE HER H		County, Orego	n, whose post office
residing in	AMATH and Rd., Klamath Falls	• • ()• ()• ()•) ()• ()• ()• ()• ()• ()• (97601 ,
5881 01d Midla	and Rd., Klamach 10	and a second	5
: address 15	A service provide a subscription of the service of	ang badatan Ang badatan	
"herein called "Borrower," and:	ed to the United States of America, ulture, herein called the "Government	acting through the Farmers H	iome Administration,
			e to the order of the
United States Department of Agree	ed to the United States of America, ulture, herein called the "Government a called "note," which has been exect on of the entire indebtedness at the ows:	option of the Government	upon any default by
Government, authorizes acceleration Borrower; and is described as follo	on of the entire mucorculous	Du	e Date of Final
			Installment
	Tuncipus		oruary 26, 2021
Date of Instrument February 26, 1981	\$55,000.00	12.25% Fet	,200-)
February 26, 1981		na hag garafak bir direktrik kalendari. Na ha	
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(If the interest rate is less than ________% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

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And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the any other statutes administered by the Farmers Home Administration: Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage

to secure the Government against loss under its insurance contract by reason of any default by Borrower; And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or the Government pursuant to 42 U.S.C. §1490a:

in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and same harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the

		the section the	State of Oregon,	County (ies) of	KLANATIL	
Government the	following property	situated in the			(Seeattached	legal

description)

OR (Rev. 1-19-28

deserverion)

Haintantina alka alkanana matarik si hana a na pata sa hasarah tahar

เพื่อครับให้สูงสัตร์สุราชาว ซึ่งให้สาร ได้สรรมได้สารการใช้สร้านครั้งได้สารการสุราชาวสรรม (การ all fillings the section in a scored fragment of all allocates and experiments in the section of the action mater of each constrained fragments of the action mater of the section of the forward hands bigging the static s Static AND A REAL PROPERTY OF A

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and regener with an rights, increases, casements, nereonances and apportenances increased belonging, the tents, instast, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation

of any part thereof or interest therein-all of which are herein called "the property"; TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple. BORROWER (for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances,

easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows: (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At

all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern-(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of ment as collection agent for the holder.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, the Farmers Home Administration.

assessments, insurance premiums and other charges upon the mortgaged premises. (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the presequined fiction to be paid by noticent and not paid by noticent when due, as well as any costs and expenses for the pre-servation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable interest at the rate borne by the note which has the highest interest rate. by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No

such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby in any order the Government

determines.

(6) To use the loan evidenced by the note solely for purpose authorized by the Government. (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or

reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

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(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its uses, to deliver such policies to the Government (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a dand husbandmanlike manner: comply with such farm conservation practices and farm and home management plane ac (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property or cause or permit waste, lessening or request, to deliver such policies to the Government.

good and husbandmanlike manner; comply with such farm conservation practices and farm and nome management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby or without the written consent of the Government cut remove or lease any the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes. impairment of the security covered hereby, or, without the written consent of the Government, cut, removing timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes. (10) To comply with an laws, orunnances, and regulations affecting the property. (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien a minimum hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and any and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any unplementary agreement (whether before or after default) including but not limited to costs of evidence of title to and and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and any and survey of the property, costs of recording this and other instruments attorneys' fees trustees' fees court costs and supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property

interest of auverlising, seming, and conveying the property. (12). Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, untarily or otherwise, without the written concent of the Government. The Government shall have the sole and evolusive (12) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgages bereunder including but not limited to the nower to grant consents partial releases subordinations. expenses of advertising, selling, and conveying the property.

voluntarily of otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and exclusive and exclusive any right title or interest in or to the lien or any henefits hereof rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordina and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof. 1 satisfaction, and no insured noticer shall have any fight, little or interest in or to the liten or any benefits hereor. (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants denced by the note or any indebtedness to the Government secured by this instrument. (b) release any party who is liable and agreements contained herein or in any supplementary agreement are being performed. (14) The Government may (a) extend or deter the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government. (c) release portions of the property and subordinate its lian evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is hable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien under the note or 'tor' the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or

and (d) waive any other of its rights under this instrument. Any and all this can and will be done without attecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing HOWEVER any forheatance by the or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument or otherwise afforded hy debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production dit association a Federal land bank or other responsible cooperative or private credit cource at resconsible rates and Government--wnetner once or otten-in exercising any right or remeuy under this instruit applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. (15) It at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production redit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time Borrower will upon the Government's request apply for and accent credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary

terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan be purchased in a cooperative lenging agency in connection with such loan. (16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument instrument with by the Covernment and executed or assumed by Rorrower and default under any such other security instrument (16) Detault hereunder shall constitute detault under any other real estate or crop or chattel security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder to be purchased in a cooperative lending agency in connection with such loan. Il constitute default nereunder. (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this trument or should any one of the parties named as Rorrower die or be declared an incompetent a bankrunt or an (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an inscluent, or make an assignment for the benefit of creditors, the Covernment, at its online, with or without notice, may

shall constitute default hereunder.

instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately also and payable (b) for the account of Borrower from and pay researable expenses for remain or maintenance of and take (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable_expenses for repair or maintenance of and take presented or contrast of presente or rept the property (c) upon application by it and production of this instrument without other presented or rept the property (c) upon application by it and production of this instrument without other presented or rept the property (c) upon application by it and production of this instrument.

due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other results and remedies provided herein or by present or future law is and remember provided mercin of or present of future law. (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses dent to enforcing or complying with the provisions hereof (b) any prior liens required by law or a completent court to (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid. (c) the debt evidenced by the note and all indebtedness to the Government secured hereby (d) inferior liens incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government's option any other indebtedness of record required by law or a competent court to be so paid (c) at the Government's option any other indebtedness rights and remedies provided herein or by present or future law. be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Govern

of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Govern-ment's share of the purchase price by crediting such amount on any debts of Rorrower owing to or insured by the all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above. (19) Borrower agrees that the Government will not be bound by menu present or future burn (c) provides for much vernment, in the order presented above. (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, around homestered or eventuing of the property (b) prohibiting maintenance of an action for a deficiency indement or (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought (c) prescribing any other statute of appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deliciency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limiting the amount thereof or the time within or possession following any foreclosure sale or (c) limiting the condition limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations; (d) allowing any right of redemption or possession following any foreclosure sale, or (c) limiting the conditions which the Government may by regulation impose including the interest rate it may charge as a condition of approximation of approximation of approximation of approximation imposed including the interest rate it may charge as a condition of approximation of approximation of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximation imposed including the interest rate it may charge as a condition of approximating the interest rate it may charge as a c

limitations; (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions a which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Rorrower Rorrower expressly waives the benefit of any such State law Rorrower berefy which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby religning the inclusion of descent dower and curreev transfer of the property to a new Borrower. Borrower expressive waives the bencht of any such State relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. remiquisnes, waives, and conveys an inguis, menoare or consummare, or accent, aswer, and curvey. (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or remain of prometty to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or replicit the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized used repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will after receipt of a bona fide offer refuse to negotiate for the sale or rental of the dwelling or will otherwise or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will after receipt of a bona fide offer; refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race color religion sex (or national origin and (b) Borrower for Borrower: will; after receipt of a bona lide offer; refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race; color; religion; sex; or national origin, and (b) Borrower recomizes as illegal and hereby disclaims, and will not county with or attempt to enforce any restrictive covenance of the make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (0) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin

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regulations not inconsistent with the express provisions hereof

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and if a notice so given in the case of the Government to Farmers Home Administration, (22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Poltland Oregon 07206 and in the case of Borrower at the address shown in the Farmers Home Administration Finance until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Portland, Oregon 97205, and in the case of Borrower at the address shown in the Farmers Home Administration, Office records (which normally will be the same as the post office address shown above) office records (which normally will be the same as the post office address shown above). (23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provisions hereof are declared to be severable. provision or application, and to that end the provisions hereof are declared to be severable. (Ib) Bottoppensillings por Im rescaratoris all gravita prove fit we considered in the second s

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WITNESS the hand(s) of Borrower this <u>26th</u> day of <u>FEBRUARY</u> (19) 200 and the second sec

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STATE OF ORECON COUNTY OF KLAMATH) ss:

On this <u>26th</u> day of <u>FEBRUARY</u>

and the second second

named RUSSELL MYREL SHAW AND DIANA S. SHAW , 19 81...., personally appeared the above-

voluntary act and deed. Before me (NOTORIAL SEAL) 114 196 (1964) 121 - 121 100 Destruction of the second second Billiographic and the second second per-(a) particular and the formation of the state of the stat Notary Public. My Commission expires

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DESCRIPTION

All of the SW% of Section 36, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following described pieces or parcels of land, to-wit:

49 acres off the North side of the said SWk which said 49 acres are cut off from the said SWk by a line running parallel to the South line of the said SWk; 3 acres from the above described SWk. Said 3 acres being a part of the SE% of the SWk of Section 36, Township 39 South, Range 9 East of the Willamette Meridian, lying Southeasterly of the United States Government right of way canal which runs across the Southeasterly corner of said premises: and that portion deeded to boundary conveyed by deed recorded May 4, 1910 in Book 28 at page 634, Deed Records.

ALSO THE FOLLOWING:

1900 feet of PVC pipe and fittings. One 40 horsepower pump One 2320' wheelline 2000 feet wheelline 360 feet 8" PVC pipe Including any replacements thereof or additions thereto.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for second at request of <u>Transmacrica Title Co.</u> shis <u>26th</u> day of <u>February</u> A. D. 19<u>81</u> at<u>1:43</u> o'clock P M., and duly recorded in Vol. <u>M81</u>, of <u>Mortgages</u> on Page <u>3386</u>. <u>EV.LYN BIEHN</u>, County Clerk By <u>Derivethar</u> Actor

Fee \$17.50