∂\$\`**9**8384 m-38-1050-8 Vol. 18 Page 6725 77] a billio de la como de proposición de estato de proposición de la como de FEDERAL LAND BANK MORTGAGE FIR 186735-9 LOAN' Lockets Leinsen skilthet Locker via No bes Resimons von 1906 soon. Recorded KNOW ALL MEN BY THESE PRESENTS, That on this April - 1981 - Neer but Lind his or measurage of a few services and a few services and the few services are services and the few services are services and the few services and the few services are services are services and the few services are services and the few services are services are services and the few services are services are services and the few services are services are services are services and the few services are servi at and \_\_\_o'clock \_ . Page After each notice away at week to Average they fan at Teamiety Line we was Conference to human of all administrations from the measure of the administration of the continues of the Auditor, Clerk or Recorder and a behind a construct and Billie R. Jolly and Suzanne D. Jolly, husband and wife, the property of the little property of 高速。由于100mm,200mm,200mm。 **新闻的意识的 对自己的 经** AND A CAR AMARE NOT ELECTADISED. the work through the remainstrates and reach with the impropriet of the property and decided the sense were reter the description of become and the flowing areas of the beat any same is a secret flowing and the flowing areas are the secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat any same is a secret flowing and the beat and the bea article trade relations have not been also to the court transmit the contract of The all the out has been been hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washnest which has been a single of the ington, hereinafter called the Mortgagee, the following described real estate in the County of Klamath , State of Oregon Bulling ship (50) gazabiyan il say qota Charles for the property. na rech i m sagman mara an agoron, guaran yar-10 arinaran mi a kangilan nobel 14 300 ari a 140 ari Ba dha yagna ni bayangh a bagadh at yan dohba notoh huhrsonani a na tumi Giddica ya ashini a matawa en all carron of the definition already out connects combined by the constitution by the contract the contract of the contract his and the manufacture souther south for the control of the contr nation of the Madein unsuring which factors with account the theory becoming the a south the disciplination of the account of

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that to make desirable the support of the con-

14th day of April A.D., 1987 at 3740 o'clock p M., and duly recorded in

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EVELYN BIEHN COUNTY CLTRK By Aletia ( Canif Deputy

Fee \$ 10.50

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 installments, the last of which being due and payable on the first day of May, 2006 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 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 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 presaises 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

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

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 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

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 mortgages 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.

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o.,  $(\mathcal{L}_{\mathcal{F}}, \mathcal{L}_{\mathcal{F}})$  is deliverable and  $\mathbf{r}(\mathcal{L}_{\mathcal{F}})$ Security St. otomos. Prižas, Wa And the second of the second o Relieby A IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written. Suzann Billie R. Jolly Suzanne) D. Jolly Suranne By: Suzanne D. Jolly, his Attorney fact Attorney-in-Pact and Individually STATE OF Origon ackson County of 1981, before me personally appeared known to be the individual described in and who executed the within instrument for (herself/himself) and also as attorney-in-fact for included and acknowledged to me that (he/she) executed the same as (his/her) free act/and deed for (himself/herself) and also as (his/her) free act and deed as attorney-in-fact for fullification, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the cold day of On this the execution of this instrument has not been revoked and that the said is now living. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. Pregon Bordn Notary Public for the State of Residing at Mady Cove DOROTH NOTARY PUBLIC My commission expires MY COMMISSION EXPIRES STATE OF OREGON; COUNTY OF KLAMATH: ss. I hereby certify that the within instrument was received and filed for record on the

14th day of April A.D., 1987 at 3:40 o'clock p N., and duly recorded in

on page 6725

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By Ale 17 a ( Caring Deputy

**EVELYN BIEHN**