

## WATER DEVELOPMENT LOAN PROGRAM

## NOTE AND MORTGAGE

THIS MORTGAGE, made this 1st day of May,  
19 81, between Williams Land Company, an Oregon Corporation,  
W-3 Livestock Company, an Oregon Corporation, and Harold E.  
Williams,  
as mortgagor, and the State of Oregon, represented and acting  
by the Director, the Department of Water Resources, pursuant  
to Chapter 246, Oregon Laws 1977, as mortgagee,

WITNESSETH, that the said mortgagor for and in  
consideration of the sum of Two Hundred Five Thousand and  
00/100  
Dollars (\$205,000.00) to him paid by the said mortgagee,  
does hereby grant, bargain, sell and convey unto the said  
mortgagee, successors and assigns those certain premises  
situated in the County of Klamath, and the State of  
Oregon, and described as follows:

Lands situate in Klamath County, Oregon:Section 16: N $\frac{1}{2}$ 

Township 39 South, Range 12 East, W.M.

Together with the right to use and maintain an irrigation  
well and pipeline located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 16,  
T.39S., R.12E., W.M. and N 35°52'W 3097.4 feet from a  
brass cap set at the SE Corner of Section 16, T.39S.,  
R.12E., W.M., for the benefit of the above described prop-  
erty.

Together with a Road Right of Way Described in Exhibit "A"  
attached hereto and made a part hereof

Together with all and singular the tenements,  
hereditaments and appurtenances thereunto belonging or in  
anywise appertaining, and which may hereafter thereto belong  
or appertain, and the rents, issues and profits therefrom and  
any and all fixtures upon said premises at the time of the  
execution of this mortgage or at any time during the term of  
this mortgage;

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his successors and assigns forever,

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00) in accordance with the terms of that certain promissory note, as follows:

PROMISSORY NOTE

I promise to pay to the STATE OF OREGON Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00), with interest from November 1, 1980, at the rate of eight and 25/100 percent (8.25%) per annum, principal and interest to be paid in lawful money of the United States at the office of the Executive Director of the State of Oregon, Salem, Oregon, as follows:

\$24,312.67 on or before the 1st day of September, 1981, and \$24,312.67 on each September 1st thereafter, and continuing until the full amount of the principal and interest shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the last payment shall be on or before the 1st day of September, 1995.

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest from the date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon, on the 1st day of May, 1981.

Williams Land Company, an Oregon Corporation

By: Harold E. Williams  
President

Euveta A. Williams  
Secretary

Harold E. Williams  
Harold E. Williams

W-3 Livestock Company, an Oregon Corporation

By: Harold E. Williams  
President

Euveta A. Williams  
Secretary

Euveta A. Williams  
Euveta Williams

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: September 1, 1995.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-with:

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto, (see Attachment A) and that he will warrant and defend the same against the claims and demands of all persons whomsoever;

That he will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force he will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged.

That so long as this mortgage shall remain in force he will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of the original principal sum of the note secured by this obligation in some company or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver evidence of such policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become

due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at a rate equal to the rate stated in the original note secured by this mortgage, without waiver, however, of any right arising from breach of any of the covenants herein.

In case of complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, the masculine pronoun shall mean the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the mortgagor has executed this instrument this 1st day of May, 19 81; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Williams Land Company, an Oregon Corporation

By: Harold E. Williams  
President

Euveta A. Williams  
Secretary

Harold E. Williams  
Harold E. Williams

W-3 Livestock Company, an Oregon Corporation

By: Harold E. Williams  
President

Euveta A. Williams  
Secretary

Euveta A. Williams  
Euveta Williams  
A.

(If executed by a corporation,  
affix corporate seal)

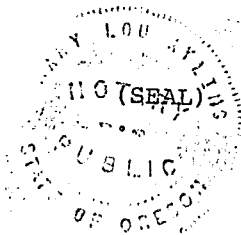
STATE OF OREGON           )  
                                  ) ss:  
County of Klamath        )

Dated this 1st day of May,  
1981.

Personally appeared the above named \_\_\_\_\_  
Harold E. Williams and Euveta A. Williams  
and acknowledged the foregoing instrument to be \_\_\_\_\_  
voluntary act and deed.

Before me:

Mary Ann [Signature]  
Notary Public for Oregon  
My Commission Expires: 11/16/84



STATE OF OREGON       )  
                           ) ss:  
 County of Klamath    )

Dated this 1st day of May, 1981.

Personally appeared Harold E. Williams and  
 AND Euveta A. Williams who, being duly sworn, each for himself  
 and not one for the other, did say that the former is the  
 president and that the latter is the secretary of  
Williams Land Company and W-3/Livestock Company, and that the seals  
 affixed to the foregoing instrument is the corporate seal of  
 said corporations and that said instrument was signed and sealed  
 in behalf of said corporations by authority of its board of directors;  
 and each of them acknowledged said instrument to be its voluntary  
 act and deed.

Before me:

(SEAL)

Mary Ann O'Neil  
 Notary Public for Oregon  
 My Commission Expires: 11/16/84

# RECORDING INFORMATION

STATE OF OREGON, County of \_\_\_\_\_ ) ss:

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 Mortgages of said County.

Witness my hand and seal of County affixed.

\_\_\_\_\_  
 Recording Officer

By \_\_\_\_\_ (Deputy)

## MORTGAGE

Williams Land Company, an  
Oregon Corporation

TO

State of Oregon, acting by  
 Director, Water Resources  
 Department

## AFTER RECORDING RETURN TO:

Director, Water Resources  
 Department  
 WATER DEVELOPMENT LOAN FUND  
 555 13th Street NE  
 Salem, OR 97310

Road Right of Way description for Williams Land Company

A strip of land 30.0 feet wide situate in portions of Sections 8 and 17, T. 39S., R 12 E., W. M.; being 15.0 feet on each side of the following described centerline:

Beginning at a point on the West line of Section 8, T. 39 S., R 12 E., W. M., from which point the West one-quarter Section corner of said Section 8 bears South 15.0 feet distant; thence easterly 1160 feet parallel to the east-west centerline of said Section 8 to a point; thence S. 70° E. 87.7 feet, more or less to a point 15.0 feet south of said east-west centerline of Section 8; thence easterly parallel to said east-west centerline 1060 feet, more or less, to the center of an existing road; thence southeasterly along the centerline of said existing road through portions of the S½ of Section 8 and the NE¼ of Section 17 to a point on the section line common to Sections 16 and 17, T. 39 S., R. 12 E., W. M.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of \_\_\_\_\_

this 1st day of may A. D. 19 81 at 8:37 o'clock P M., and

duly recorded in Vol. M81, of Mtg. \_\_\_\_\_ on Page 7831

By Evelyn Biehn County Clerk

Fee \$24.50