MORTGAGE

The MORTGAGORS NANCY BARNES COFFIN, Trustee, S. RUSH COFFIN, Special Trustee and Co-Trustee and W. C. RANCH, INC., an Oregon corporation,

mortgage to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, hereinafter called the MORTGAGEE, the following described real estate, and State of Oregon, to-wi:

As described in Schedule A attached hereto and incorporated herein by reference.

The legal description covered by this Mortgage is also subject to a Mortgage from Nancy Barnes Coffin, as Trustee and S. Rush Coffin, as Special Trustee and Co-Trustee (under that certain Trust Agreement dated June 2, 1976), Nortgagor, to Mortgagee, which Mortgage is dated April 28, 1978 and is recorded May 10, 1978 in Volume M78, Page 9563/9568, Instrument No. 47902, Mortgage Records of Klamath County, Oregon. Any default by the Mortgagor under the terms of the Mortgage of April 28, 1978 or of the Note it secures, or of any other security instrument securing said Note, shall be deemed a default under the terms of the within Mortgage, of the Note it secures of even date herewith and of any other security instrument securing said Note, and any default under the terms of the within Mortgage, of the Note of even date herewith which it secures, or of any other security instrument securing said Note shall be deemed a default under the Mortgage dated April 28, 1978, the Note it secures and any other security instrument securing said Note.

The Mortgagor covenants to pay and perform all the terms, provisions, conditions and covenants on its part to be performed in that certain Mortgage dated April 28, 1978 and recorded May 10, 1978 in Volume M78, Page 9563/9568 as Instrument No. 47902, Hortgage records and the Note it secures.

together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including all rents, royalties, bonuses and benefits under any existing or future oil, gas or mineral or other leases; all easements and rights of way; all rights of dower and homestead, and all contingent rights in and to said premises; all water, water rights, whether riparian, appropriative or otherwise and whether or not appurtenant, all ditch rights, and any shares of stock

All leases, permits, allotments, licenses and privileges, whether or not appurtenant, from the United States or the State of Oregon, or any Department or other agency of either for the purpose of grazing, pasturing or feeding livestock on any of the public lands of the United States or the State of Oregon, and

All buildings and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; and all pumps, pumping stations, motors, switch boxes and transformers, engines, machinery, reservoirs, pipes, flumes, and other equipment used for the production of water on said premises or for the irrigation or drainage thereof.

This Mortgage secures the payment of a loan of Six Hundred Thousand and No/100- - - - - - -

together with interest thereon, and such additional sums, all as evidenced by a certain promissory note of even date herewith, signed by the Mortgagors and payable to the order of the Mortgagee at its principal office in the City of Hartford, County of Hartford and State of Connecticut. The maturity date of said note, and of this

mortgage is January 1, 1994 advances that may be hereafter made.

. This mortgage secures any and all additional future

- The said Mortgagors for themselves, their heirs, legal representatives, vendees and assigns, do hereby covenant, agree and stipulate to and with the Mortgagee, its successors and assigns that:

 1. At the delivery hereof the said Coffin, Trustee (as to Farcel 1) and Mancy Farnes are the lawful owners of the said real estate and premises in fee simple absolute and are entitled to the possession thereof, that they have the right to mortgage same, that the said lands and premises are free and clear of all encumbrances and charges whatsoever, and that the Mortgagors will and their heirs, executors, administrators, and the Mortgagors hereby further covenant and agree that the lien created by this instrument is a first and prior lien on the above described lands and improvements.
 - 2. They will pay said note according to its terms.

(Over)

The following described real property situate in Klamath County, Oregon.

18206

NBC

PARCEL 1:

TOWNSHIP 40 S.R. 10 E.W.M.

Section 10: E SW

Section 16: NWłNWł; SłNł; NłSł; NłSełSeł; SWłSeł; SWłSWł LESS portion lying Southwesterly of Great Northern Railroad Right of way. Section 20: Lot 4

Section 21: Lots 4, 9, 10 and 11,

EXCEPTING that portion of Lot 9, lying South of Lost River.

ALSO EXCEPTING that portion of Lot 11 lying within the following description: Beginning at 5/8 inch iron pin on the Southwesterly right of way line of the Great Northern Railroad right of way from which the section corner common to Sections 16, 17, 20 and 21, Township 40 South, Range 10 East of the Willamette Meridian bears North 53°48'36" West a distance of 667.31 feet; thence North 44°00'00" West along said right of way 1076.20 feet to a point on the Northerly line of a tract of land described in Volume 360 page 132, Deed Records of Klamath County, Oregon; thence North 73°00'00" West along said Northerly line 276.12 feet to a point on the Southeasterly right of way line of Zukerman road; thence South 33°09'20" West along said Southeasterly right of way line 331.87 feet; thence South 50°47'36" East 292.42 feet to a point on the South line of Section 17, Township 40 South, Range 10 East, Willamette Meridian; thence Southerly along the high water line of Lost River the meander line of which is as follows: South 48°52'32" East 232.66 feet; thence South 52°04'05" East 237.81 feet; thence leaving said highwater line North 63°04'05" MBW East 108.12 feet; thence South 26°20'35" East 105.18 feet; thence South 44°00'00" East 162.43 feet; thence North 78°45'30" East 354.64 feet to the

TOGETHER with an easement 20 feet in width for the purpose of egress and ingress the centerline of which is more particularly described as follows: Commencing at the most Southeasterly corner of the above described parcel; thence North 44°00'00" West 392.41 feet to the point of beginning for this easement; thence South 48°51'55" West 168.04 feet; thence South 70°36'00° West

Section 22: NWINWI; SINWI; NWISWI EXCEPT portion lying Southerly of Hill Road;

Section 23: Eiw; WiNE; NWiSE;

Section 26: NEINWI

Section 27: Lots 5, 6, 7, 8 and 9; SELSEL; NINWL; SELNWL; WINEL

Continued

LESS the following: Beginning at a 5/8 inch iron pin marking the northeast corner of the NW\(\frac{1}{2}\) to said Section 27; thence S 00°33'36" W, along the east line of said NW\(\frac{1}{2}\) NE\(\frac{1}{2}\) of said Section 27, 1382.64 feet, more or less, to the northerly right of way line of Hill Road, a county road; thence northwesterly along the northerly right of way line of said Hill Road 1300 feet, more or less, to a one-inch iron pin at the intersection of said right of way line with a fence running northeast; thence along said fence and the northeasterly projection thereof N 42°12'33" E 542.46 feet to a one-inch iron pin set in the center of a dirt road; thence leaving said fence line N 35°05'31" E 392.34 feet to a point on the north line of said Section 27, said point being marked by a one-inch iron pin; thence N 89°58'17" E along the said north line of said Section 27, 420.67 feet to the point of beginning, containing 20.1 acres, more or less.

AND ALSO SAVING AND EXCEPTING THEREFROM a parcel of land situated in the SEISEI, in Lot 5, and in Lot 6 all being in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, and being more particuarly described as follows: Beginning at a point where the South line of said Section 27 intersects the Westerly right of way line of the Burlington Northern Railroad, from which the southeast corner of said Section 27 bears S 89°38'24" E, 1097.43 feet; thence N 28°45'24" W, along said right of way line, 1029.75 feet; thence S 61°14'36" W, 50.00 feet; thence N 28°45'24" W, 655.60 feet; thence along the arc of a 5629.65 foot radius curve to the left (delta equals 01°10'05"), 114.77 feet to the South line of a drainage easement; thence S 57°42' W along the South line of said drainage easement, 275.64 feet, more or less, to a point on the mean high water line to a point on the south line of said Section 27; thence S 89°38'24" E, along said South line 751.73 feet, more or less, to the point of beginning, containing 17.03 acres, more or less.

Section 28: Lot 4

EXCEPTING from the above described lands, right of way for Great Northern Railroad as set out in transcript of Decree dated June 6, 1931, recorded November 2, 1931, in Volume 96 page 246, Deed Records of Klamath County, Oregon.

PARCEL 2:

TOWNSHIP 40 S. R. 10 E.W.M.

Section 16: SISEISEI

Section 21: EINE and that portion of the NESSE lying Northerly of Hill Road.

inch with at 18275 in 18274

- 3. They will furnish and leave with the Mortgagee, during the existence of this loan and all renewals thereof, complete title evidence which shall become the property of the purchaser at any foreclosure sale.
- 4. They will keep the said lands and improvements free from all encumbrances and liens or claims for liens of whatsoever nature and to protect and defend the title and possession of the said premises to the end that this mortgage shall be and remain a first lien on the said premises until the indebtedness hereby secured shall be fully paid.
- 5. The Mortgagee shall be subrogated to the lien, though released of record, of any prior encumbrances on the said premises paid or discharged from the proceeds of the loan represented by the aforesaid promissory note.
- 6. The Mortgagors will pay all real property taxes and assessments levied or assessed against the mortgaged premises on or before the due date of any installment thereof.
- 7. They will keep, during the existence of this mortgage, all buildings and improvements erected and to be erected upon the said premises continuously insured against such hazards and in such amounts as may be required by Mortgagee, in a company or companies satisfactory to Mortgagee, and all policies of insurance without exception and of whatsoever nature and of whatever amount taken out on the said improvements or fixtures thereto attached, and of whatsoever nature and of whatever amount taken out on the said improvements or fixtures thereto attached, and if the existence of the debt hereby secured, shall be constantly pledged, assigned and, with a proper mortgage during the existence of the Mortgagee attached thereto, delivered as issued and with the premiums tully paid to the clause in favor of the Mortgagee, at its option, may apply any insurance proceeds to the indebtedness hereby secured or to rebuilding or restoring the premises.
- 8. They will promptly and unceasingly comply with all laws, ordinances, regulations and requirements of any governmental body affecting the said mortgaged premises and the use of the same.
- 9. They will maintain all buildings, structures and improvements now or hereafter erected upon the said land in sound condition and in good repair and the land in a high state of cultivation and productivity, and neither to commit nor permit waste. The Mortgagors agree that if any improvements be under construction, they will promptly complete the same and they further agree to do no act whatsoever whereby the premises hereby mortgagod shall become less valuable. The Mortgagors further agree to observe at all times the best practices as to seed gaged shall become less valuable. The Mortgagors further agree to observe at all times the best practices as to seed selection, crop rotation, weed control, fertilizing the soil, drainage, prevention of erosion, and pasture maintenance, and to adopt approved scientific practices and methods which have been demonstrated to be practicable to the end that the fertility, productivity and worth of these lands and premises will be increased from year to year.
- 10. If any default be made by the Mortgagors in the prompt discharge of any liens or encumbrances, or in the prompt payment of any of the aforesaid taxes, assessments, impositions or charges, or in the procuring and the prompt payment of any of the aforesaid taxes, assessments, impositions or charges, or in the proper maintenance of the maintaining of insurance, as above provided, or in making of proper repairs to or the proper maintenance of the maintaining of insurance, as above provided, or in making of proper repairs to or the proper maintenance of the maintaining of insurance, as above provided, or in making of proper repairs to or the proper maintenance of the maintaining of insurance, as above provided, or in making of proper repairs to or the proper maintenance of the mortgage may, at its election, the Mortgage may, at its option, and all expenditures therefor shall forthwith become premises, and complete any improvements under construction, and all expenditures therefor shall forthwith become due and payable to the Mortgage with interest at the rate of the proper centum per annum due and payable to the Mortgage with interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall, with the interest as aforesaid, be a further lien on the said lands and premises under this until paid and shall,
- 11. In the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may, without notice to the Mortgagors, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of cessor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Mortgagee or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in anywise affecting the covenants, cured, without in any way releasing, discharging, modifying, changing or in anywise affecting the covenants, conditions or lien of this mortgage or the original liability of the Mortgagors on the note secured hereby either in whole or in part.
- 12. In the event of sale of the mortgaged premises or any part thereof, or alteration, repair, addition or removal of any beilding or structure now or hereafter on the said lands and premises without the prior written consent of the Mortgagee, the entire principal balance under the aforesaid note and interest accrued thereon shall, at the election of the Mortgagee, become immediately due and payable without notice and this mortgage may be foregoined.
- 13. Mortgagors expressly hereby assign to the Mortgagee any and all leases now or hereafter in effect upon the said real property and premises or any part thereof, and further hereby expressly assign to the Mortgagors hereby rents and revenues from the said real property and premises or any part thereof; and the Mortgagors hereby rents and irrevocably authorize and empower the Mortgagee, its agents or attorneys, in the event of default expressly and irrevocably authorize and empower the Mortgagee, its agents or attorneys, in the event of default expressly and irrevocably authorize and empower the Mortgagee, its agents or attorneys, in the event of default expressly and irrevocably authorize and empower the Mortgagee, its agents or attorneys, in the event of default expressly and irrevocably authorize and empower the mortgage and irrevocably authorize and entire the mortgagors or their successors in interest, and as the appointed agent of the Mortgagors and their out notice to the Mortgagors or their successors in interest, to take immediate possession of and maintain full control and management over the lands successors in interest, to take immediate possession of and maintain full control and management over the lands and premises and improvements thereon and every part thereof, to oust tenants for nonpayment of rent, to lease and premises and improvements thereon and every part thereof, to oust tenants for nonpayment of rent, to lease all or any portion of the premises in the name of the Mortgagors or their successors in interest and income from the lands and premises and issue to deduct the cost thereof from the rents, to receive all rents and income from the lands and premises and issue to deduct the cost thereof from the rents, to receive all rents and income from the lands and premises and receipts therefor, and out of the amount or amounts so received pay the necessary operating expenses and retain receipts therefor, and out of the amount or amounts so received pay the necessary operating expenses and re
 - 14. Mortgagors hereby assign to Mortgagee all sums paid or damages awarded for or by reason of any taking, condemnation or acquisition during the existence of this mortgage, whether or not by litigation, by any competent authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, of title to or any interest in all or any part of the above described real property, authority, person or corporation, by any competent or any part of the above described real property, authority, person or corporation, by any competent or any part of the above described real property, authority, person or corporation, by any competent or any part of the above described real property, authority, person or corporation, by any competent or any part of the above described real property, authority, person or corporation, by any competent or any part of the above described real property, authority, and any competent or any part of the above described real property.

- Time is material and of the essence hereof and if default be made in the payment of the debt hereby 15. Time is material and of the essence hereof and it default be made in the payment of the debt hereby secured or any installment thereof, or interest, or in the performance of any of the other covenants herein contained, or if a proceeding under any bankruptcy, receivership or insolvency law be instituted by or against any of the Mortgagors, or if any of the Mortgagors make any assignment for the benefit of creditors, then and in such or any of said cases, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured shall, at Mortgagee's election, become immediately due without notice and this mortgage may be foreclosed; and in addition Mortgagee may apply such sums or any part thereof held by it in trust to pay taxes or assessments or addition, Mortgagee may apply such sums or any part thereof held by it in trust to pay taxes or assessments or insurance to reduce the indebtedness secured.
- 16. Mortgagee's failure to exercise, or its waiver of any right or option or of any default, shall not be deemed a waiver of any future right, option or default.
- 17. In any suit to foreclose this mortgage, or in any suit or proceeding in which Mortgagee is obliged to defend or protect the lien hereof, or in which Mortgagee is a party and the above described real property or any part thereof is the subject matter thereof, including but not limited to suits to quiet title or for condemnation or any suit of the subject matter thereof. part thereof is the subject matter thereof, including but not limited to suits to quiet title or for condemnation or partition of the whole or part of said property, or any interest therein, Mortgagors agree to pay to Mortgagee all costs and a reasonable sum as attorneys' fees, including all such costs and reasonable attorneys' fees incurred in any appeal to any appellate court, and further agree to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or defending the same, or participating in any suit or proceeding above referred to, which sum shall be secured hereby and included in any decree of foreclosure. In the absence of any such suit or proceeding and in case of default. Mortgagors agree to pay such processors sure. In the absence of any such suit or proceeding and in case of default, Mortgagors agree to pay such necessary expenses, including reasonable attorneys' fees, incurred by Mortgagee in making collection of delinquent payments or curing any other default.
- 18. Mortgagors further agree that a receiver may be appointed in any suit or proceeding to foreclose this mortgage without notice to Mortgagors and without regard to the adequacy of the security for the indebtedness or the solvency of Mortgagors or the presence of waste or danger of loss or destruction of the property, to possess, and control the real property above described and all buildings thereon and to call of the road property above described and all buildings thereon and to call of the road property above described and all buildings thereon and to call of the road property above described and all buildings thereon and to call of the road property and the road property above described and all buildings thereon and to call of the road property and the ro manage and control the real property above described and all buildings thereon and to collect the rents, issues and
- 19. Mortgagee may at any time without notice release all or any part of the above described real property from the lien hereof without affecting the personal liability of any person for the payment of the indebtedness hereby secured, or the lien hereof upon the remainder of the premises for the full amount of the indebtedness then
- They hereby expressly consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.
- 21. If Mortgagor is or becomes the owner of irrigable lands subject to and in excess of the land limitation provisions of the Federal Reclamation Laws and pursuant to the provisions thereof is required to designate part thereof as non-excess and part as excess lands, Mortgagors agree to designate the irrigable lands on the premises, or so much thereof as may be so designated within said limitation provisions, as non-excess lands.
- 22. All of the covenants and agreements herein contained shall run with the land and shall bind the heirs, executors, administrators, successors and assigns of the Mortgagors and shall inure to the benefit of the Mortgagors
- 23. In the event the lands mortgaged are receiving irrigation water under the provisions of Federal Reclamation laws, the mortgagors covenant that none of the lands herein mortgaged are "excess lands" or "formerly excess lands" under Federal Reclamation Law and/or rules and regulations promulgated by the Secretary of Interior. The mortgagors further covenant, on behalf of themselves, their heirs, assigns and successors, to comply with all Federal Reclamation Laws and such rules and regulations and requirements adopted by the Secretary of Interior so as to enable the mortgagors, their heirs, assigns and successors to be eligible for the continued delivery of irrigation water to the lands herein mortgaged.

24. Waiver by Non-Obligated Persons.

Motwithstanding any other provision of this Mortgage, any person who executes this Mortgage, but not the note secured hereby, or who executes the note with a disclaimer of personal liability, shall have no personal liability on the note or for any deficiency judgment which may be obtained upon foreclosure. Such persons jointly and severally waive presentment, demand, protest and all notices and agree that Mortgagee, without notice to them or their consent, and upon such terms as Mortgagee may deem advisable, and without affecting in any way Mortgagee's rights hereunder, may:

a. Extend, release, surrender, exchange, compromise, discharge or modify any right or obligation secured by or provided by this Mortgage or any other instrument securing this loan, or

b. Take any other action which Mortgagee may deem reasonably appropriate to protect its security interest in the Property.

25. See attached.

If this mortgage is executed by only one person or by a corporation, the plural reference to the Mortgagors shall be held to include and apply to the singular.

In Testimony Whereof, the said Mortgagor has hereunto set their hand and seal this Pirst day of

December ,1982 .	W. C. RANCH, INC., an Orogon corporation
Signed, Sealed and Delivered in the presence of	BY: To Sunt Off (SEAL)
	By: By:
	Michael B. Wray, Secretary Nancy Barries Coffin, Triottee (SEAL)
	S. Rush Coffin, Special Trustee and
	Co-Truston

18210

25. Transfer of Property:

a. This loan is personal to the Mortgagor and not assignable. In making it the Mortgagee has relied on the Mortgagor's credit, the Mortgagor's interest in the Property and the financial market conditions at the time this loan was made. If the Mortgagor, or any successor in interest of Mortgagor, transfers or contracts to transfer title to or possession of all or part of the Property, by deed, contract of sale, lease for a term in excess of one year or similar agreement without the prior written consent of the Mortgagee, the Mortgagee may declare the entire balance of this loan immediately due and payable. Such consent will not be unreasonably withheld by/

b. Mortgagee will waive its rights under subparagraph a. conditions are met: (I) the credit of the proposed transferee is satisfactory to the Mortgagee; (II) the proposed transferee shall assume full personal liability for KSC payment and performance of the Note, the Mortgage and other security instruments; (III) a charge for administrative costs is paid to the Mortgagee; (IV) if required by the Mortgagee, the interest rate on the secured loan is increased by not more than two (2) percent; and (V) if a water right, permit or contract is appurtenant to or related to the mortgaged property transferred, such water rights are assigned to the proposed transferee, and such assignment does not adversely affect any such water rights, permit or contract or any of the Property secured by the Mortgage. Without limiting the generality or effect of the foregoing, waiver by Mortgagee of its right to accelerate the loan upon any transfer or contract to transfer, or to require satisfaction of the conditions set forth in this subparagraph a. shall not be deemed a waiver by Mortgagee of its right to accelerate the loan upon any other transfer or contract to transfer or of its right upon such transfer or contract to transfer to require satisfaction of the conditions set forth above in this sub-SRC

c. Any increase in the interest rate shall entitle the Mortgagee to increase the periodic payments so that the secured debt will be paid in full by the maturity

NBC

d. Assumption does not release the Mortgagor or any successor in interest from personal liability from payment and performance of the terms and conditions of this loan e. For the purpose of, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the pramises.

(1) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the legal and/or equitable title

(2) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor;

(3) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in Mortgagor; or

(4) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, 25% or more of all limited partnership interests in

Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this paragraph.

200 Aid of 1820 11 18211

STATE OF OREGON

(Individual Acknowledgment)

18211

First of Origon; County Of Klamath; ss.

First for record .

This 21 day of Dec. A.A. 1882 of P., and duly recorded in Vol. M82 , of Mtge 18205

Fee \$28.00

By My Mullium