

19098

REAL ESTATE MORTGAGE

263

Member No.

On this 15th day of December, 1982

CIRCLE FIVE RANCH, INC.

hereinafter called the MORTGAGORS, hereby grant, bargain, sell, convey and mortgage to
Klamath
a corporation organized and existing under the Farm Credit Act of the Congress of the United States, as amended, with its
principal place of business in the City of Klamath Falls
State of Oregon, hereinafter called the MORTGAGEE, the following described real estate in the
County of Klamath, State of Oregon, to-wit:
(SEE EXHIBIT "A" ATTACHED)
(SCHEDULE "A")

The W.D. Campbell Place, aka the Louis Randall Place and/or Circle Five Ranch, Inc. described as follows:

PARCEL I:

Section 11: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 13: SE $\frac{1}{4}$
Section 14: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 24: All
Section 25: All
Section 26: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 36: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$
All in Twp. 39 South, Range 12 E.W.M.

PARCEL II:

Section 18: SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Lot 4)
Section 19: NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 30: W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 2, 3 & 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$
All in Twp. 39 South, Range 13 E.W.M.

PARCEL 3:

Section 1: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ less 3 ac. formerly reserved for school and two town lots mentioned in deed recorded in Vol. 43 at page 325.
Section 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 13: SW $\frac{1}{4}$ SE $\frac{1}{4}$; and those portions of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said section which lie northeasterly of the Lost River Channel Improvement Project right of way in said Section EXCEPTING from the above a strip of land 50 feet wide off the South side of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ heretofore conveyed to Klamath, Co., Oregon by dded volume 227, page 141, records of Klamath Co., Oregon. All in Twp. 40 South, Range 13 E.W.M.

PARCEL 4:

Section 19: W $\frac{1}{2}$ E $\frac{1}{2}$, all of E $\frac{1}{2}$ E $\frac{1}{2}$ lying West and South of County Road, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 30: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, Lots 3 & 4
Section 31: All
Section 32: W $\frac{1}{2}$
All in Twp. 40 South, Range 14 E.W.M.
Section 5: W $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$
All in Twp. 41 South, Range 14 E.W.M.

PARCEL 5:

Also, the strip of land for construction, operation and maintenance of irrigation ditch or canal which was conveyed to W.D. Campbell by Johnson Stock Co. by deed dtd. Sept. 19, 1952 and recorded Sept. 30, 1952, in Book 257 at page 91, Klamath Co., Deed Records.

PARCEL 7:

The SW $\frac{1}{4}$ SE $\frac{1}{4}$ and those portions of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$, which lies Northeasterly of the Lost River Channel Improvement Project, of Section 13, Twp. 40 South, Range 13 E.W.M. Klamath Co. Oregon EXCEPTING the 50 foot strip off the south end of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ which was conveyed to Klamath County, Oregon by deed recorded in Volume 227 at page 141 of Klamath County, Oregon

16

[Handwritten signature]

PARCEL II:

- Section 31: $SE\frac{1}{4}SE\frac{1}{4}$
Section 32: $S\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 34: $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

All in Twp. 38 South, Range 15 E.W.M.

PARCEL III:

- Section 3: Lots 3 & 4 ($N\frac{1}{2}NW\frac{1}{4}$) and $SW\frac{1}{4}NW\frac{1}{4}$
Section 4: Lots 1, 2, 3 & 4 ($N\frac{1}{2}N\frac{1}{2}$), $SW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$ and $SE\frac{1}{4}$
Section 5: $W\frac{1}{2}$ and $NE\frac{1}{4}$
Section 6: $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ and $SE\frac{1}{4}NE\frac{1}{4}$
Section 9: $NE\frac{1}{4}NE\frac{1}{4}$

All in Twp. 39 South, Range 15 E.W.M.

CIRCLE FIVE RANCH, INC.

- Section 13: $SW\frac{1}{4}SE\frac{1}{4}$
Section 23: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Section 24: $N\frac{1}{2}$, $SW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 25: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$
Section 26: $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

All in Twp. 39 South, Range 12 E.W.M.

- Section 19: Lots 1, 2 and 4, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 30: Lot 1, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Twp. 39 South, Range 13 E.W.M.

- Section 12: $SW\frac{1}{4}SE\frac{1}{2}$
Section 13: $NW\frac{1}{4}NE\frac{1}{4}$; $E\frac{1}{2}NW\frac{1}{4}$
Section 16: $SE\frac{1}{4}NW\frac{1}{4}$
Twp. 39 South, Range 14 E.W.M.

- Section 6: $NW\frac{1}{4}NE\frac{1}{4}$; $SW\frac{1}{4}NE\frac{1}{4}$; $SE\frac{1}{4}NW\frac{1}{4}$; $NW\frac{1}{4}SE\frac{1}{4}$
Twp. 39 South, Range 15 E.W.M.

- Section 6: $NE\frac{1}{4}SW\frac{1}{4}$
Section 7: $W\frac{1}{2}NE\frac{1}{4}$; $N\frac{1}{2}NW\frac{1}{4}$
Twp. 39 South, Range 15 E.W.M.

S. G. R.

SUBJECT TO

This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements hereinafter contained and the payment of the following described promissory note(s) made by one or more of the Mortgagors (unless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with all renewals or extensions thereof:

MATURITY DATE(S)	DATE OF NOTE(S)
March 5, 1982	
March 5, 1982	

MATURITY DATE(S)	DATE OF NOTE(S)	AMOUNT OF NOTE(S)
March 5, 1982	February 18, 1981	667,860.00
March 5, 1982	October 14, 1981	66,000.00
March 5, 1982	November 18, 1981	45,000.00
March 5, 1982	February 18, 1982	225,160.00
June 5, 1982	May 26, 1982	141,400.00
Demand	September 16, 1982	91,350.00
March 5, 1986	July 8, 1982	45,912.00

Also this mortgage is intended to secure all future loans or advances made or contracted within a period of FIVE (5) YEARS from and after the date of recording of this mortgage, provided, however, that the maximum amount of all indebtedness to be secured by this mortgage shall not exceed in the aggregate at any time the sum of \$ 1,000,000.00 exclusive of accrued interest and of advances made in accordance with the covenants of this mortgage to protect collateral.

All present and future indebtedness secured by this mortgage shall bear interest at the rate of _____ per annum on such indebtedness, provided, however, that if such rate or rates are insufficient to pay the cost of borrowing money, the indebtedness secured hereby shall bear such other rate or rates as may be determined by the lender.

All present and future indebtedness secured by this mortgage shall bear interest at the rate specified in the note(s) evidencing such indebtedness, *provided, however*, that if such rate or rates are thereafter increased or decreased by Mortgagee, all of the indebtedness secured hereby shall bear such increased or decreased rate of interest from the effective date thereof.

The continuing validity and priority of this mortgage as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

By Mr. [unclear] Deputy

16.00

My Commission expires 10-18-86

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 encumbrances except as stated above; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be extinguished by any mortgage hereof, but shall run with the land;

To pay when due all debts and money secured hereby;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which said insurance shall be made payable, in case of loss, to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee;

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, and shall be immediately repayable by the Mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

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, 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 default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or of 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 the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be included in the decree of foreclosure.

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, except under circumstances where such taking is expressly prohibited by law, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured; and the Mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted.

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.

IN WITNESS WHEREOF, The Mortgagors have hereunto set their hands the day and year first above written.

Retain
K.P.C.H.
P.O. Box 148
K I O

CIRCLE FIVE RANCH, INC.

by: Teri Randall Pres.

by: Marien Randall V-Pres.

ACKNOWLEDGEMENT

STATE OF Oregon

County of Klamath

ACKNOWLEDGMENT

On this 23rd day of December 1982

Louis Randall &

Marien Randall

their

Notary Public

Carol Chuders

Notary Public

State of Oregon

My Commission expires 10-18-86

(Leave this space blank for filing data)
STATE OF OREGON,
County of Klamath)
Filed for record on 1/6/83

On this 6 day of Jan A.D. 19 83
at 1:24 o'clock P. M. and duly
recorded in Vol. M83 of Mtge
page 263

EVELYN BLENN, County Clerk

By: Bernice H. Smith Deputy

Fee 16.00