	M83 Page 1615
FLB 697A (8-77)	FLB 194556-9
FEDERAL LAND BANK MORTGAGE	LOAN Recorded o'clock
KNOW ALL MEN BY THESE PRESENTS, That on this14th day	Auditor, Clerk or Recorder
v Ritter, husband and wife:	
Walter N. Ritter and Margery K. Ritter, husband and wife:	
Erwin Robert Ritter, as Personal Representative of the	
Erwin Robert Receased; Erwin R. Ritter, same	
erson as Erwin Robert Ritter, individually,	
hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortga hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortga	ge   sh-
hereinafter called the Mortgagots, hereby grant, bargain, sen, convey and the fereinafter called the Mortgagee, the following described real estate in the following of the following described real estate in the following of the following described real estate in the following of the following described real estate in the following of the following described real estate in the following of the following described real estate in the following de	he
SCounty of Klamath State of Concernence	1616
Si ward by this mor	tgage is attached below.
The description of the real property covered by this mor	
gens.	FLB NO. 194556-9
Township 37 South, Range 11 East of the Willam	ette Meridian.
Section 32: SEISWI; SWISEI Township 38 South, Range 11 East of the Willam	mette Meridian:
Section 6: Lot 1; SETNET; NETSET	terly of Lakeview Highway
Section 7: That portion of the NETNET lying Souther	•
Section 8: NWINWI; EIWI; WIEI; EINEI; NEISEI	
THE ABOVE THE FOLLOWING DESCRI	BED PARCELS:
LESS AND EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRI	BED PARCELS: com State of Oregon to L, Deed records of Klamath
LESS AND EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRI A. Parcel containing 1.93 acres described in Deed fr Eldon J. Dunn, et ux, recoded in Volume M73 page 14511 County, Oregon.	Deed records of Klamath
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The description of the real property covered by this mortgage is attached below.

FLB NO. 194556-9

County of

<u>c</u>.:

(4)

in la

i S

Township 37 South, Range 11 East of the Willamette Meridian:

Section 32: SELSWL; SWLSEL

Township 38 South, Range 11 East of the Willamette Meridian:

Section 5: W1; W1E1; SE1SE1

Section 6: Lot 1; SEINEI; NEISEI

Section 7: That portion of the NEINEI lying Southeasterly of Lakeview Highway

Section 8: NWłNWł; EłWł; WłEł; EłNEł; NEłSEł

LESS AND EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS:

A. Parcel containing 1.93 acres described in Deed from State of Oregon to Eldon J. Dunn, et ux, recoded in Volume M73 page 14511, Deed records of Klamath County, Oregon.

B. Parcel containing 5.10 acres described in Deed from Leonard G. Ritter, et ux to Walter N. Ritter, et ux, recorded in Volume M66 page 6600, Deed records of Klamath County, Oregon.

C. The West 60 feet of the NELNEL of Section 7, lying South of the Lakeview Highway as described in Deed to Weyerhaeuser Company, recorded in Volume M68 page 9050, Deed records of Klamath County, Oregon.

D. Parcel containing 20.0 acres described in Deed from Ritter Ranch, Inc. to Walter N. Ritter, et ux, recorded in Volume M80 page 1063, Deed records of Klamath County, Oregon.

Together with a 100 HP G.E. electric motor, with a Johnston turbine pump, and a 40 HP Century electric motor, with a Berkeley centrifugal pump, and a 50 HP Century electric motor, with a Berkeley centrifugal pump, and a 100 HP G.E. electric motor, with a Berkeley turbine pump, and a 30 HP Century electric motor, with a Berkeley centrifugal pump, and a 30 HP Century electric motor, with a Berkeley centrifugal pump, and a 20 HP G.E. electric motor, with a Berkeley centrifugal pump, and a 20 HP G.E. electric motor, with a Cornell centrifugal pump, and a 50 HP Century electric motor, with a Berkeley centrifugal pump, and a 50 HP Century electric motor, with a Berkeley centrifugal pump, and a 50 HP Century electric motor, with a Berkeley centrifugal pump, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

INITIALS: WNR, MK.R., Car.

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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. Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter bureau, or agency thereof, which have been or will be assigned or waived to mortgagee. belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating,

belonging to or used in connection with the above described premises, and an promoting, ingriting, nearing, cooling, vertications, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described ensuring and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described ensuring and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described ensuring and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described ensuring all of which are been by deduced to be appreciated with the above described ensuring and together with all under a described ensuring apparatus and other fixtures. described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of more kind and description and houseness and all dividus or other conducts realists therein and rights of more therefore 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. It is conveyance is interact as a mongage securing the performance of the covenants and agreements interact an enterance, and the payment of the debt represented by one promissory note made by the montgagors to the order of the montgagee, of even added bernyith for the principal curve of \$ 350,000,00 with interact as provided for in evid note, being payable of

date here with, for the principal sum of \$\_350,000,00 installments, the last of which being due and payable on the first day of

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 that mey are lawium seized of same premises in ree simple, have good fight and lawium authomy to convey and mongage me same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever same, and mar same premises are nee from encomorance, and each of the mongagors will warrant and defend the same rogever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure because but shell are with the load.

hereof, but shall run with the land.

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 delay die construction on sald premises of any ounding, structure of 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;

structures in progress, and any improvements or temporting for which the total hereby secured was granted in which or a party not to remove or demolish or permit the removal or demolishment of any building thereon; to restore promptly in a good and makes the superscent building structure or improvement thereon which must be demond, or destroyed to superscent with an workmannee manner any ounging, structure or improvement mercon which may be damaged in decivityed, to comply with an laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use, not to use or permit the use raws, orunnances, regulations, covenants, conditions and restrictions ance ung the property and its six, me to use or permit de one 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

To keep all buildings now existing or hereafter elected continuously insured against loss or damage by fire and such other other encumbrance, charge or lien against said premises which is superior to this mortgage.

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 pay an premiums and charges on an such insurance when due, to deposit with the mongagee upon request an insurance ponces 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 emplied by the mortgagee upon the indebtedness breaky secured is such more as it may do t

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 any or the mortgaget property share to taken under light or entitient contain, the mortgaget share be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgaget upon the independence benchmark by the entities of the test of the test of the remaining portion.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee indebtedness hereby secured in such manner as it shall elect.

(whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same twite the electing to declate the whole indeptedness nelectly secured due and payable of 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 in whose of in part and an experimentes made by the mongagee 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 the default reteremented for in the next backward to the

the default rates provided for in the note hereby secured.

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 default

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit in case or any surf to forecrose uns morigage or to conect any enage growing out or the deor neteory secured, or any sur-which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagots agree to default.

which the morigagee may deem it necessary to prosecute or detend to effect of protect memorie net necesity, and further acree to pay the pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further acree to pay the pay a reasonable sum as attorney's rees and an costs and regar expenses in connection with sub-sub-sub-and initial area to pay me reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the dense of free denses

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwatil to enter into and upon or during the continuance of any default hereunder, the mortgaged shan have the light forthwhile is emer into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less the decree of foreclosure.

upon me mongaged premises and take possession mercor, and concer me tents, issues and promis mercor, and appy the same accuration reasonable costs of collection, upon the indebtedness hereby secured, and the mortgaged shall have the right to the appointment of a receiver to collect the rents, issues and profils of the mortgaged premises. The rents, issues and profils of said premises after definite receiver to collect the rents, issues and profils of the mortgaged premises. The rents, issues and profils of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein be, ribed

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Lamit Credit X rot This mongage and the none secured hereby are executed and denvered under and in accordance with the claim victure victure (1971) and any acts amendatory or supplementary thereto and the regulations of the Earth Credit Administration, and are sphere in the equilations of the Earth Credit Administration, and are sphere in the equilations of the Earth Credit Administration, and are sphere in the equilation of the Earth Credit Administration and are sphere.

to all the terms, conditions and provisions thereof, which are made a part hereof the same as it set out in tall 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.

16.18

It is agreed that this mortgage, without affecting its validity as a real estate mortgage, is also executed and shall be construed as a Security Agreement and as a Fixtures and/or Equipment Financing Statement under the Oregon Uniform Commercial Code, granting to mortgagee a security interest in the personal property collateral described herein, and in the goods described herein which are fixtures and/or equipment or are to become fixtures. In addition to the rights and remedies provided herein, mortgagee shall have all the rights and remedies granted by such code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Fixtures and/or Equipment Financing Statement, the debtors are the mortgagors, the secured party is the mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 900 Klamath Avenue, P.O. Box 148, Klamath Falls, OR 97601, and the mailing address of the debtors is Route 1 Box 346, Bonanza, OR 97623.

Erwin R. Ritter same person as Erwin Robert Ritter, individually and Erwin Robert Ritter, as Personal Representative of the Estate of Julia Ritter, deceased, joins in this mortgage for the purpose of subjecting any right, title, or interest. which he may have in the mortgaged security, to the lien of the said mortgage, but does not assume any liability for the payment of the debt secured hereby.

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

Watter no Walter N. Ritter Margery K. Ritter Margery K. Ritter

Erwin Robert Ritter, as Personal Representative of the Estate of Julia Ritter, deceased. 60

Erwin R. Ritten

STATE OF\_\_\_\_

Walter N. Ritter and Margery K. Ritter,

Klamath

County of \_\_\_\_

On January 25, 1983, before me personally appeared

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

NOTARY PUBLIC

My Commission Expires Oct. 30, 1984

STATE OF Oregon County of \_\_\_\_\_Klamath\_

On January 26, 1983, before me personally appeared

Erwin Robert Ritter, as Personal Representative of the Estate of Julia Ritter, deceased, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the they they (they) executed the same as (his) (her) (their) free act and deed. My Commission Expires\_Oct. 30, 1984

J. J. of Fail Haver + in all the the dager

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STATE OF IN On JANUARY 28, 1993, before are personally. To manow to be the person(s) described in and who executed the foregoing instrument, and schenwederged that It is on known to be the person(s) described in and who executed the foregoing instrument, and schenwederged that It is of the state as (fail) (test) (their) free as a and dect. NOTARY FUBLIC The second of the state as (fail) (test) (their) free as a and dect. NOTARY FUBLIC The second of the state as (fail) (test) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (fail) (test) (test as a dect). NOTARY FUBLIC The second of the state as (test as a dect). NOTARY FUBLIC The second of the state as (test as a dect) (test as a dect). NOTARY FUBLIC The second of the state as (test as a dect) (test as a dect). NOTARY FUBLIC The second of the state as (test as a dect) (test as a dect). NOTARY FUBLIC The second of the state as (test as a dect) (test as a dec) (test as a dec) (test as a dec) (tes				101
SS. County of <u>Klamath</u> Erwin R. Ritter to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (f (they) executed the same as (his) (her) (their) free act and deed. (they) executed the same as (his) (her) (their) free act and deed. (they) executed the same as (his) (her) (their) free act and deed. (TATE OF O'MOCM; COUNTY OF KLAMATH; ss. FIATE OF O'MOCM; COUNTY OF KLAMATH; ss. Filed for record . His <u>31</u> day of <u>3an</u> A.D. 19 <u>B3</u> of <u>o'clock p M., and</u> His <u>31</u> day of <u>Mtce</u> on Page <u>1615</u> duly recorded in Vol. <u>MB3</u> of <u>Mtce</u> on Page <u>1615</u> A.D. 19 BEHN, Caunty Clark				
SS. County of <u>Klamath</u> Erwin R. Ritter to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (f (they) executed the same as (his) (her) (their) free act and deed. (they) executed the same as (his) (her) (their) free act and deed. (they) executed the same as (his) (her) (their) free act and deed. (TATE OF O'MOCM; COUNTY OF KLAMATH; ss. FIATE OF O'MOCM; COUNTY OF KLAMATH; ss. Filed for record . His <u>31</u> day of <u>3an</u> A.D. 19 <u>B3</u> of <u>o'clock p M., and</u> His <u>31</u> day of <u>Mtce</u> on Page <u>1615</u> duly recorded in Vol. <u>MB3</u> of <u>Mtce</u> on Page <u>1615</u> A.D. 19 BEHN, Caunty Clark				
County of Klamath Erwin R. Ritter to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (I (they) executed the same as (his) (her) (their) free act and deed. (they) executed the same as (his) (her) (their) free act and deed. (TATE OF OWNOON; COUNTY OF KLAMATH; ss. TATE OF OWNOON; COUNTY OF KLAMATH; ss. Hed for record . His A.D. 19 B3_0T o'clock p M., ond this A.D. 19 B3_0T o'clock p M., ond this A.D. 19 B3_0T o'clock p M., ond Wig recorded in Vol MB3 of Htge on Page 1615 duly recorded in Vol MB3 of Htge on Page 1615	STATE OF Oregon	]	On January 28, 1983, before	ne personally a
Erwin R. Ritter to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (1 (they) executed the same as (his) (her) (their) free act and deed. (they) executed the same as (his) (her) (their) free act and deed. NOTARY PUBLIC Ny Commission Expires Oct. 30, 1984 	· ····································	1		
(They) executed the same are to	Erwin R. Ritter	(.) described in and who	executed the foregoing instrument, and acknow	ledged that (h
TATE OF ONESON; COUNTY OF KLAMATH; ss.         TATE OF ONESON; COUNTY OF KLAMATH; ss.         Thed for record         Hed for record         His_31 day ofA.D. 19_83 at o'clock p.M., and         His_31 day ofA.D. 19_83 at o'clock p.M., and         Universities         Muly recorded in Vol	to me known to be the perso	his) (her) (their) free act and	I deed.	. 26
STATE OF ONESON; COUNTY OF KLAMATH; ss. Filed for record . His A.D. 19_B3_atO'clock p M., and His A.D. 19_B3_atO'clock p M., and His A.D. 19_B3_atO'clock p M., and His BanA.D. 19_B3_atO'clock p M., and HisA.D. 19_B3_at	(They) exceeded the		NOTARY PUBL	C
STATE OF ONESON; COUNTY OF KLAMATH; ss. Filed for record . His A.D. 19_B3_atO'clock p M., and His A.D. 19_B3_atO'clock p M., and His A.D. 19_B3_atO'clock p M., and His BanA.D. 19_B3_atO'clock p M., and HisA.D. 19_B3_at			My Commission Expires Oct. 3	), 1984
STATE OF ORECOM; COUNTY OF KLAMATH; ss. Filed for record His A.D. 19_83_ato'clock p M., and His BanA.D. 19_83_ato'clock p M., and HisBanA.D. 19_83_ato'clock p M., and HisBanA.D. 19_83_ato'clock p M., and HisBanA.D. 19_83_ato'clock p M., and HisA.D. 19_83_ato'clock p M., and HisBanA.D. 19_83_ato'clock p M., and HisA.D. 19_83_at				
STATE OF ONESON; COUNTY OF KLAMATH; ss. Filed for record This 31 day of 3an A.D. 19 B3 at o'clock p M., and this 31 day of Ban A.D. 19 B3 at 0 clock p M., and duly recorded in Vol. MB3 of Mtge on Page 1615 By December 20 clock				
Hed for record . <u>A.D. 19 B3 at</u> o'clock p. 161, und His <u>31 day of <u>33</u> A.D. 19 <u>B3 at</u> o'clock p. 1615 duly recorded in Vol. <u>MB3 of Mtge</u> on Page <u>1615</u> EVELYN BIEHN, County Clerk By Durn The Tribert</u>				
Hed for record . <u>A.D. 19 B3 at</u> o'clock p. 161, und His <u>31 day of <u>33</u> A.D. 19 <u>B3 at</u> o'clock p. 1615 duly recorded in Vol. <u>MB3 of Mtge</u> on Page <u>1615</u> EVELYN BIEHN, County Clerk By Durn The Tribert</u>				
Hed for record . <u>A.D. 19 B3 at</u> o'clock p. 161, und His <u>31 day of <u>33</u> A.D. 19 <u>B3 at</u> o'clock p. 1615 duly recorded in Vol. <u>MB3 of Mtge</u> on Page <u>1615</u> EVELYN BIEHN, County Clerk By Durn The Tribert</u>		TATE OF ONEOD	I; COUNTY OF KLAMATH, SS.	
duly recorded in voi		mind for record		P.M., and
duly recorded in voi			A. D. 19 83 01 on Po	10e <u>16</u> 15
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For \$20.00		auty recorder	By Desnethen 24-02	16 ch
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