38867		
Form PCA 405 Spokane (Rev. 12-74)	D	Vol. 119
Member No. R	EAL ESTATE MO	
day of Jun	e 84	
ELSO DEJONG AND DITA	DEJONG hushand - 1	Wife
	and and	
	, includy grant, bargain, sell, o	convey and mortgage to
a corporation organized and existing	(lamath	PRODUCTION CREDIT ASSOCIATION,
principal place of business in the City of	Klamath Falls	o the officer states, as amended, with its
State of Oregon		
O 1 1 1 1	, hereinafter called the MOR	TGAGEE, the following described real estate in the
County of Klamath Parcel 1: Twp. 39 South, Range 1 Section 21: N ¹ ₂ NE ¹ ₂ , SF ² ₂ NE ¹ ₂		, the following described real estate in the
Section 21. NUMEL Column Range 1	1 E.W.M.	, to-wit:
Parcel 2. Tim 70.0		
Parcel z. m us and all of the	SELNWL Iving C.	toot p:
Section 16: S ¹ ₂ SE ¹ ₄ less that port	1 E.W.M.	LOST River
That part of the given	ion neretofore deeded	Lost River to Klamath County, Oregon for road purpo
South and Easterly of Lost N:	2SW1 of Section 17. Th	to Klamath County, Oregon for road purpo wp. 39 South, Range 11 E.W.M. lying
The SE ¹ ₄ SW ¹ ₄ , SE ¹ ₄ of Sec. 17, Twp	30 Courts p	P. 39 South, Range 11 E.W.M. lying
The $N_{2}^{1}NW_{4}^{1}$ and $SW_{4}^{1}NW_{4}^{1}$ Sec. 20, Twp.	Wp. 39 S. Range 11 E.W 39 S. Range 11 EW	V.M. lying North of Harpold Road MM lying North of Harpold Road
N ² SE ¹ / ₄ Sec. 16, LESS portion of the Klamath County, Oregon, all in Twp <u>Parcel 4:</u> All those lands situated Dregon being more particularly desc Sec. 22: NW ¹ / ₄ ; NE ¹ / ₄ SW ¹ / ₄ and Sec. 15: NLSO, that tract of land described	NE ⁴ Sec. 16 lying so for road described in . 39 South, Range 11 H d in Secs. 15 & 22, Tw cribed as follows: S ¹ 2SW ⁴ 4	utherly of the center of Lost River; the n Deed Volume 74, page 71, records of E.W.M. wp. 39 S. Range 11 E.W.M., Klamath County
ast 217.00 feet to a $1/2$ inch iron ess, to the south line of the N½SWL of so	st 801.00 feet to a 1 pin; thence continuin of said Sec. 15; the aid Sec. 15; thence No	ng at a 1/2 inch iron pin from which the lest 3681.45 feet; thence South 78 ⁰ 02'07" ⁰ 52'45" East 231.30 feet to a 1/2 inch /2 inch iron pin; thence South 15 16'07" ng South 15 [°] 16'07" East 20 feet, more or ence Westerly along said line to the ortherly along the wert line of said the point of beginning; thence North north-south fence line: thence
ntinuing North 81 00'05" East 76.2 re or less, with bearings based on	n set in an existing feet to the point o Bowne Addition to the	the point of beginning; thence North north-south fence line; thence of beginning, containing 7.2 acres, e Town of Bonanza.
hereineten		Salf.
mercunditler contained and the second control age t	o secure in whole or in part th	te performance of the covenants and associate
hereinafter contained and the payment of the fo (unless otherwise indicated) to the order of the r renewals or extensions thereof.	Mortgagee, together with int	note(s) made by one or more of the Ma
(unless otherwise indicated) to the order of the for renewals or extensions thereof: TO SECURE TH MATURITY DATE(S)	HE LOAN OF BONANZA VIE	st as hereinafter provided and together with all
hereinafter contained and the payment of the fo (unless otherwise indicated) to the order of the fo renewals or extensions thereof: TO SECURE TH MATURITY DATE(S) July 5, 1985	Mortgagee, together with intere HE LOAN OF BONANZA VIE DATE OF NOTE(S) May 9, 1984	note(s) made by one or more of the Mortgagors est as hereinafter provided and together with all EW DAIRY, INC. AMOUNT OF NOTE(S)

0k 12.00

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

round and arter 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 S <u>700,000,00</u>. 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 specified in the note(s) evidencing such indebtedness secured by 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 make loans or advances.

Form PCA 405 Spokane (Rev. 12-74)	•		Vol. <u>M84</u> Page <u>1199</u>
Mamber No.		ESTATE MORTGAC	iE
10+1	day of June		
	AND DITA DEJON	IG, husband and wife	
EP30 DE9000		the bearing call convey and m	ortgage to
hereinafter called the MC		by grant, bargain, sell, convey and h	Nortgage to
			DUCTION CREDIT ASSOCIATE
a corporation organized a	and existing under the	R Farm Grean Act of the Congress C	of the United States, as amended, with its
thursday the second	ss in the City of	Klamath Falls	
- Oregon	here	einafter called the MORIGAGEE,	the following described real estate in the
Klamath	1	, State of Oregon	, to-wit:
rcel 1: TWD. 39 50	Julii, Kango II -	E.W.M.	
ction 21: N ¹ 2NE4, 3	SEANEA		liver
ction 16: SW_4^1 , and	1 all of the SE	L.W.M. 4NW4 lying South of Lost R E.W.M.	math County Oregon for road nu
rcel 3: Twp. 39 S	acc that nortion	n heretofore deeded to Kla	amath County, oregon for
C the CLM	EL NELSWY, WSS	W14 of Section 17, Twp. 39	Souch, Range 14
at part of the Saw with and Easterly C	f Lost River	South, Range 11 E.W.M. 1	ying North of Harpold Road ng North of Harpold Road Fact of Lost River
The SE4SW4, SE4 of S wat nortion of the	NE ¹ 4 Sec. 20, Tw) South, Range 11 E.W.M. 13 Mp. 39 S. Range 11 EWM lyin 39 S. Range 11 EWM lying	ng North of Harpold Road East of Lost River
ne N ¹ ₂ NW ¹ ₄ and SW ¹ ₄ NW ¹	í Sec. 20, Twp.	vp. 39 S. Range 11 EWM Tym 39 S. Range 11 EWM 1ying 1	
			the west line of sa
and together with all v duits and rights of wa grazing rights (incluc issued in connection with all rules, regula and will execute all	vaters and water rights y thereof, appurtenan- ling rights under the with or appurtenant tions and laws pertain waivers and other de perwise dispose of said	s of every kind and description and its it to said premises or used in connecti Taylor Grazing Act and Federal I to the said real property; and the ning thereto and will in good faith ocuments required to give effect to d rights or privileges without the priv	nerTy along the west line of sa es, and fixtures, including all irrigating and nuection with the above described premises owever evidenced, and all ditches or other com- on therewith; and together with all range and Forest Grazing privileges), now or hereafte mortgagors covenant that they will compli- endeavor to keep the same in good standing these covenants, and that they will not sel or written consent of the mortgagee. 11
and together with all v duits and rights of wa grazing rights (incluc issued in connection with all rules, regula and will execute all	vaters and water rights y thereof, appurtenan- ling rights under the with or appurtenant tions and laws pertain waivers and other de perwise dispose of said	s of every kind and description and its it to said premises or used in connecti Taylor Grazing Act and Federal I to the said real property; and the ning thereto and will in good faith ocuments required to give effect to d rights or privileges without the priv	nerTy along the west line of sa es, and fixtures, including all irrigating and nuection with the above described premises owever evidenced, and all ditches or other com- on therewith; and together with all range and Forest Grazing privileges), now or hereafte mortgagors covenant that they will compli- endeavor to keep the same in good standing these covenants, and that they will not sel or written consent of the mortgagee. 11
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secured by this mortgage shall not exceed in the aggregate at any time the sum of <u>S. MARAMARAM</u>, exclusive of accred 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 specified in the note(1) evidencing such indebtedness, *provided, however*, that if such rate or rates are thereafter increased or decreased by Mortgage, 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.

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 they are lawrence served or sale premises in recomplet have good right and lawren authority to convey and nongage the same, and that said premises are free from encumbrances except as stated above; and each of the Mortgagots will warrant and taken by the same formation the bareful datase and there is a formation of the mortgagots of the same formation of the mortal dataset of the same formation of the same for same, and that salu premises are new nom encumorances except as stated above, and each of the Mongagots win warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby defend the same forever against the lawrul claims and domands of an persons whomsoever except as stard above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be extinguished by any foreclosure 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 to keep the buildings and other improvements now of nereatter existing on said premises in good repair and not to remove or demolish or permit the removal or demolishment 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 upon said premises, not to use or permit the use of said premises for any unawful 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 in-surance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which will be made pouchly in costs of loss to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee. surance, to deposit with the Mortgaget, upon request, an insurance poncies anecting the mortgaget premises, an of when 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

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the this mortgage. Should the Morigagors be of become in default in any of the covenants of agreements nerein contained, then the Morigagee may, at its option, perform the same in whole or in part, and all expenditures made by the Morigagee 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 snall, at the election of the Mortgagee, occome influence of the or more instances shall not be considered as a waiver or 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 a reasonable costs of searching the records and abstracting or insuring the title and such sums and costs agree to pay a reasonable sum as automeys rees 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 opon 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 wortgaged premises and/or to manage the property during the production of here to be the test. upon me machieuness nercoy secured, and me Mortgagee shan have me right to me 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 pro-ceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby as-timed and mortgaged to Mortgagem as additional security for the indebtedness barein described signed 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 An rights and remedies conferred on Mortgagee by this mortgage are cumulative and authomat to any and an other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unen-forceable, 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.

	x Do de Hang
KLAMATH PRODUCTION CREDIT ASSOCIATION	The de forg
900 KLAMATH AVENUE P O BOX 148	
KLAMATH FALLS, OREGON 97601	ACKNOWLEDSELEKT
	STATE OF DRUGAN
	Countrie of Camat h
(Leave this space blank for filing data)	Contrated 7 CACKNOWLEDGMENT. 1Nº 4
TATE OF OREGON,)	feice me a the formation of the
County of Mainain	me deve a confer and the the
Filed for record at request of	A liter ide wang
	and adjance to a set of the second to be
July A.D. 19 84	there is any hard and
on this <u>16</u> day of <u>July</u> A.D. 19 <u>84</u> 4:26 o'clock <u>P</u> M, and duly	IN WITH THE AREA AND AND AND AND AND AND AND AND AND AN
4:20	(I mal Chiedere
Scordeo III 11 087	Caral Chicago
EVELYN BIEHN County Clerk	SEAL Notary Fullic, Siels of
Deputy	Sent 10-18-86
By Thin Christian	My Condition explicit
Fee 12 00	
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