466243 Manage Volume radii Volume radi	Form PCA 405 Spokane (Rev. 12-74)	\$	A 2-33-98	
19 85 WILLIAM V. HILL AND LILIAM N. HIL, Husband and wife AND WILLIAM V. HILL, JR:	46243	MIC-14494		
	On this 17th	EAL ESTATE MOR	TGAGE VOL 1485 Fage	27
hereinafter called the MORTCAGORS, hereby grant, bargain, sell, convey and morgage to	on thisday of	iualy gr		TANA
KLMANTH				
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 Gity of. Klamath Falls State of Oregon hereinafter called the MORTGAGEE, the following described real estate in the County of. County of. Klamath State of. Oregon The following described real property situate in Twp. 36 South, Range 14 E.W.M. in Klamath Section 10: All Section 10: All Section 10: All Section 21: Fakes, that portion conveyed to Klamath County, Oregon by Deed recorded in Section 22: Fakes; WaNW; EX; WWW Section 21: Fakes; EX; WANW; SW% Section 21: Fakes; EX; WANW; SW% Section 22: All EXCEPT the following described portion thereof: Beginning at a point 100 Wost 200 feet; thence South 200 feet; thence East 200 feet to the place of beginning; and page 189. Section 23: thence North 200 feet; thence 28 at 11ne of said Section 28; thence West on the North South on the East 11ne of said Section 28; thence West on the North South on the East 11ne of said Section 28; thence West on the North South on the East 11ne of said Section 28; thence in a Northeasterly direction 29: That portion of the MEMA Ping Northeasterly of Sprague River. Section 29: That portion of the MEMA My Mig Northeasterly of Sprague River. Section 28:	hereinafter called the MORTGAGORS	, hereby grant, bargain, sell, conv	ey and mortgage to	
<pre>principal place of business in the Gity of Klamath Falls State of Oregon </pre>	KLAMATH		, instigage to	
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County of Klamath State of Oregon towic County of Klamath State of Oregon towic County, State of Oregon, more particularly described as follows: Section 10: All Section 11: ALL EXCEPT portion conveyed to Klamath County, Oregon by Deed recorded in Section 13: ALL EXCEPT portion conveyed to Klamath County, Oregon by Deed recorded in Section 21: EWE; that portion of SEkSEk lying Northeasterly of Sprague River. Section 22: All Section 23: ALL EXCEPT the following described portion thereof: Beginning at a point 100 West 200 feet; thence South 200 feet; thence East 200 feet to the place of beginning; and Mass 200 feet; thence South 200 feet; thence East 200 feet to the place of beginning; and Section 23: ALL EXCEPT the following described portion thereof: 86 feet west of the Southeast Corner of Suk/SEk of said Section 23; thence Morth 200 feet; thence ALSO EXCEPTING portion conveyed to Klamath County, Oregon, by deed recorded in Volume 288 at Section 28: Beginning at the Northeast corner of said Section 28; thence whorth on the East line of said ME; of Section 28, 100 rods to the Northwest corner of the NEk of Section 28; thence North South on the West line to a point on the East line of said Section 28 to the place of beginning that portion of the NMANNK lying Northerly Or Sprague River and Northwesterly directing that portion of the NMANNK lying Northerly of Sprague River and Northwesterly of the BK Canal MACL TWO: Mass 200 feet of section 9, Twp. 36 South, Range 14 E.W.M. Maccle TWO: Mass 300 feet of section 9, Twp. 36 South, Range 14 E.W.M. Maccle TWO: Mass 40 feet of way thereof, appurtenance, and fatures, including all irrigating and and rights of way thereof, appurtenant to the saing Act and federal Forest Graing privilege, appurtenance, and fatures, including all irrigating and and rights of way thereof, appurtenant to the saing Act and Federal Forest Grains privilege, they will ange and dive and rights or explained as a mortgase in secure indemocing the discide to the will ange and	0			
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Section 10: A11 Section 10: A11 Section 15: ALL EXCEPT portion conveyed to Klamath County, Oregon by Deed recorded in Section 15: ALL EXCEPT portion conveyed to Klamath County, Oregon by Deed recorded in Section 21: ENNEX; that portion of SE4SE4 lying Northeasterly of Sprague River. Section 22: ENNEX; that portion of SE4SE4 lying Northeasterly of Sprague River. Section 23: ALL EXCEPT the following described portion thereof: Beginning at a point 100 West 200 feet; thence South 200 feet; thence East 200 feet to the place of beginning; and page 189. Section 28: Beginning at the Northeast corner of said Section 28; thence West on the North ALSO EXCEPTING portion conveyed to Klamath County, Oregon, by deed recorded in Volume 288 at Section 28: Beginning at the Northeast corner of said Section 28; thence West on the North South on the West line of said Next of Section 28, 120 feet; thence in a Northeasterly direction flate of said Section 28; 160 rods to the Northwest corner of the NEW of Section 28; thence In a straight line to a point on the East line of said Section 28; 86 feet South of the Chat portion of the NEAWE4 lying Northerly of Sprague River. All in Twp. 36 South, Range 14 E.W.M. MACCL TWO: Washing and waters and water rights provides, and hower evolution all diches or obeginning rand orgether with all waters and water rights provides, and more evolution and hower evolutions and littless or other con- grand rights (in	the following data is		Oregon	
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Section 23: ALL EXCEPT the following described portion thereof: Beginning at a point 100 Mest 200 feet; thence South 200 feet; thence East 200 feet to the place of beginning; and ALSO EXCEPTING portion conveyed to Klamath County, Oregon, by deed recorded in Volume 288 at Section 28: Beginning at the Northeast corner of said Section 28; thence West on the North Section 28: Beginning at the Northeast corner of the NEt of Section 28; thence in a straight line of said NEt of Section 28, 120 feet; thence in a Northeasterly direct place of beginning; thence North on the East line of said Section 28; 86 feet South of the flat portion of the WMWW lying Northerly of Sprague River and Northwesterly of the BK Canal line of Section 9, Twp. 36 South, Range 14 E.W.M. MACLEL TWO: Selvent with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and and together with all waters and water rights of every kind and describing and discribed receives and long there with all maters and water rights of every kind and describing and discribed receives and long the same in good failer and the same in good failer and the same in good failer and will mogether with all waters and water rights of every kind and describing and discribed receives with all waters and water rights of every kind and describing and discribed receives and will mogether with all waters and water rights of every kind and describing and discribed receives and has pertaining thereid and will mogether with all waters and water rights of receiving and will mere the said real property; and the mortgages covenants, and that they will comply and will excetute all waivers and other documents required to give effect to these covenants, and that they will comply and will excetute all waivers and other documents required to give effect to the ever private the wort has and agreements mereinafter contained as a mortgage. deed of trust. contract of sale. Lien. or judgment.of record as of the date of recordatio	Section 20: E ¹ ₂ NE ¹ ₄ ; that portion) of SELCEL 1	icy, oregon by beed recorded i	n
ALSO EXCEPTING portion conveyed to Klamath County, Oregon, by deed recorded in 200 feet; thence Section 28: Beginning at the Northeast corner of said Section 28; thence West on the North Suction 28: Beginning at the Northeast corner of said Section 28; thence West on the North South on the West line of said NEW of Section 28, 120 feet; thence in a Northeasterly direction in a straight line to a point on the East line of said Section 28; 86 feet South of the ina straight line to a point on the East line of said Section 28; 86 feet South of the ina straight line to a point on the East line of said Section 28; 86 feet South of the iection 29: That portion of the NEWNEW lying Northerly of Sprague River and Northwesterly of the BK Canal 11 in Twp. 36 South, Range 14 E.W.M. XBSMEWNEW of Section 9, Twp. 36 South, Range 14 E.W.M. together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all inigating and and together with all wateroid appurtenant to asid premises or used in connection with the above described premises, grazing rights of way thereof, appurtenant to the said real property; and the mortgaog Sovenant that they will comply and will execute all waivers and purtenant to the said real property; and the mortgaogs covenant they will comply and will execute all waivers and other fulls of traust, contract of sale, lien, or judgment, of record and will arge de a mortgage. SUBJECT TO.Any. mortgage. deed of trust, contract of sale, lien, or judgment, of record and will execute all waivers and other becure in whole or in part the performance of the mortgages	Section 21: $E_{2}NW_{4}$; E_{2} ; $W_{2}NW_{4}$; S Section 22: All	W4	sterly of Sprague River.	
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In a straight line to a point on the East line of said Section 28, 120 feet; thence in a Northeasterly directi Char portion of the NW4NW4 lying. Northerly of Sprague River and Northeasterly of the BK Canal Section 29: That portion of the NE4NE4 lying Northeasterly of Sprague River. 11 in Twp. 36 South, Range 14 E.W.M. ARCEL TWO: \$253NE4NE4 of Section 9, Twp. 36 South, Range 14 E.W.M. together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conservation with or appurtenant to said premises or used in connection with the above described premises, duits and rights of way thereof, appurtenant to said premises or used in connection with all together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conservation with or appurtenant to the said real property; and the mortgagors covenant that they will comply and will excute all waivers and other documents required to give effect to these covenants, and that they will mostell, suggest divers and wall rights or privileges without the prior written consent of the mortgage. SUBJECT TO. Any mortgage, deed of trust, contract of sale, lien, or judgment, of record and the following described promissory note(s) made by one or more of the Mortgage to secure in whole or in part the performance of the covenants and agreements on therewise indicated to the order of the Mortgage, together with all target or more of the Mortgage to secure in whole or in part the performance of the covenants and agreements metwals or extensions thereof: TO SECURE THE LOAN OF WILLIAM V. &	ALSO EXCEPTING portion conveyed t page 189. Section 28: Beginning at the Nor	to Klamath County, Oregon	eet to the place of beginning; h, by deed recorded in Volume	; thence ; and 288 at
11 n Twp. 36 South, Range 14 E.W.M. ARCEL TWO: s23_MEXNEX of Section 9, Twp. 36 South, Range 14 E.W.M. together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other con- and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other con- grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter with all rules, regulations and laws pertaining thereto and will ingood faith endeavor to keep the same in good standing transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee. SUBJECT TO Any mortgage, deed of trust. contract of sale, lien, or judgment of record as of the date of recordation of this mortgage. This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements newals or extensions thereof: TO SECURE THE LOAN OF WILLIAM V. & LILIAN M. HILL Pebruary 5, 1986 MATURITY DATE(S) DATE of NOTE(S) MATURITY DATE(S) January 17, 1985 February 5, 1987 January 17, 1984 Yeap Ember 5, 1987 January 17, 1984 Yeap Ember 5, 1987 June 7, 1984	In a straight line to a point on place of beginning; thence North hat portion of the NW4NW4 lying l ection 29: That portion of the p	the East line of said Section 28, 120 fee the East line of said Se on the East line of said Northerly of Sprague Riv NE4NE4 lying Northeaster	t; thence in a Northeasterly ction 28; 86 feet South of the	ence directi
Average Th0. Description Th0. <td>11 in Twp. 36 South, Range 14 P.</td> <td>W.M.</td> <td>-Frague KIVEI.</td> <td></td>	11 in Twp. 36 South, Range 14 P.	W.M.	-Frague KIVEI.	
watering apparatus, now or hereafter belonging to, located on, or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other con- grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter bisued in connection with or appurtenant to the said real property; and the mortgagors covenant that they will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that they will mot sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee. SUBJECT TO. Any mortgage, deed of trust, contract of sale, lien, or judgment of record as of the date of recordation of this mortgage. This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements meases otherwise indicated) to the order of the Mortgage, together with interest as hereinafter provided and together with all MATURITY DATE(S) February 5, 1986 February 5, 1985 February 5, 1986 February 5, 1985 February 5, 1987 February 5, 1986 February 5, 1985 February 5, 1987 February 5, 1986 February 5, 1987 February 5, 1986 February 5, 1985 February 5, 1987 February 5, 1987 February 5, 1987 February 5, 1987 February 5, 1986	2S 2NE4NE4 of Section 9 Twp 76 S		· · · · · · · · · · · · · · · · · · ·	. •
grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagors covenant that they will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee. SUBJECT TO Any mortgage, deed of trust, contract of sale, lien, or judgment of record as of the date of recordation of this mortgage. This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements intervise indicated) to the order of the Mortgage, to the Mortgage to secure in whole or in part the performance of the Mortgagers intervise indicated) to the order of the Mortgage, together with interest as hereinafter provided and together with all MATURITY DATE(S) February 5, 1987 February 5, 1987 February 5, 1987 Junuary 17, 1984 September 5, 1985 February 5, 1987	together with all the tenements, hereditamore	South, Range 14 E.W.M.		
SUBJECT TO. Any mortgage, deed of trust, contract of sale, lien, or judgment of recordAnother the date of recordation of this mortgage.This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreementstereinafter contained and the payment of the following described promissory note(s) made by one or more of the Mortgagorsenewals or extensions thereof: TO SECURE THE LOAN OF WILLIAM V. & LILLIAN M. HILLAMOUNT OF NOTE(s)AMOUNT OF NOTE(s)AMOUNT OF NOTE(s)February 5, 1986February 5, 1987February 27, 1980113,000.00September 5, 1985June 7, 198422,235.00	grazing rights (including rights under the Ta issued in connection with or appurtenant to with all rules, regulations and laws pertaining and will execute all waivers and other docu transfer, assign or otherwise dispose of said right	o said premises or used in connecti aylor Grazing Act and Federal F the said real property; and the g thereto and will in good faith e ments required to give effect to t ghts or privileges without the prior	owever evidenced, and all ditches or other co on therewith; and together with all range a orest Grazing privileges), now or hereaf mortgagors covenant that they will com ndeavor to keep the same in good standi hese covenants, and that they will not se	ses, on- ind ter ply ing ell.
This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements ereinafter contained and the payment of the following described promissory note(s) made by one or more of the Mortgagors benewals or extensions thereof: TO SECURE THE LOAN OF WILLIAM V. & LILLIAN M. HILL MATURITY DATE(s)DATE OF NOTE(s)AMOUNT OF NOTE(s)MATURITY DATE(s)DATE OF NOTE(s)AMOUNT OF NOTE(s)AMOUNT OF NOTE(s)February 5, 1986January 17, 1985571,895.00ruary 5, 1991September 12, 198433,457.00September 5, 1987June 7, 198422,235.00	SUBJECT TO Any mortgage, deed	l of trust contract of		
This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreementsunless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with allunless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with allunless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with allunless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with allunless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with allunless otherwise indicated)MATURITY DATE(s)February 5, 1986February 5, 1987ruary 5, 1991September 5, 1985June 7, 1984September 5, 1987February 5, 1987September 7, 1984September 7, 198422,235.00	as of the date of recordation of	this mont-	ale, lien, or judgment, of rec	ord
Mature of the information of the informati	ereinafter conveyance is intended as a mortgage	to secure int. I		
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February 5, 1987 Sandary 17, 1985 571,895.00 ruary 5, 1991 February 27, 1980 113,000.00 September 5, 1985 June 7, 1984 33,457.00 February 5, 1987 September 7, 1984 22,235.00	February 5, 1986	DATE OF NOTE(S)		
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February 5, 1987 September 7, 1984 22, 235.00	September 5 1000	September -121001-	113,000 00	
	February 5, 1985	June 7, 1984	33,457.00	• • •
~~,4J2.UU	-/ 0,130/	September 7, 1982	44,235.00 32,432.00	
			UU	

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 \$ <u>1,000,000.00</u>, exclusive of accrued 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 make loans or advances.

MORTGAGORS COVENANT AND AGREE That they, are lawfully seized of said premises in tee 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 foreclosure

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 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 acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said

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 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 Mortgagers 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 to pay the protect of compliant the records and abstracting or insuring the title and such such as the costs 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 said 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-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 All rights and remedies conferred on wortgage by this mortgage are cumulative and automoral 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.

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IN WITNESS WHEREOF, The Mortgagors have hercunto set their hands the day and year first above writte

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	oto para del constructor de la constructione de la construction de la	
	Lillian M. Hill	x Allian ha 11:00.
	William V. Hill, Jr. ACENOWRESERASNS	x Willion & Hill,
	STATE OF Oregon	ACIDICENTLED CENTRE
	County of Klamath	FIATE OF Chegon
	Co this the E February 18.85 helore mo, the under met diffeer, personally appears	Est dy et Lillian
	the above named William V. Hill	and the and fedruing 185 - 10 th
Ar e y	and Lillian M. Hill	William V. Hill Str.
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US	AL Notary Public, State of Oregon	Judy Long 5233
	C- OF My Commission expires 10-18-86	Wotary Pub tato of <u>Chegona</u>

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Ret: M.T.C.

STATE OF OREGON,) County of Klamath) Filed for record at request of

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