LB Loan No. F-199666-5

48213

K-37631

Vol. M85rage

6155

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on March 05, 1985

Charles Grant Kerr and Susan G. Kerr, husband and wife;

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, of Klamath

State of: Oregon

TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

Section 17: The $N_2^1NN_4^1$, Government Lots 1, 2, 3, and 4, and the NE_4^1

Together with a 30 HP General Electric electric motor with a Cornell centrifugal pump, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

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, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights 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, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date ments, the last of which being due and payable on the first day of , with interest as provided for in said note, being payable in install-MORTGAGORS COVENANT AND AGREE: January, 2020.

TGAGORS COVENANT AND AGREE:

quiltus accorded in the same and lawful authority to convey and mortgage the same, the same 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 encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall

To pay all debts and money secured hereby when due OREGON; COUNTY OF KLAMATH, 83.

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 structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolishment of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use 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 other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other 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 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 applied by the mortgagee upon the indebtedness hereby secured in such manner as it may elect.

Charles Grant Korr and Sasan G. Korr ight of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or 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 immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for

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 use sor their paner

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or 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 records and abstracting or insuring the title, and such sums shall be secured hereby and 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, 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. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Gredit Administration, and are subject to the terms,

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.

Should the interest in said land, or the stock in any Mortgagor(s) corporation; owned by any of the Mortgagor(s); their successors or assigns, be transferred voluntarily or by operation of law without the consent of the Mortgagee, then the Mortgagee, at its option, may declare the entire indebtedness secured hereby forthwith due and and and the secured below to the secured by the secured below to the secured by the sec maris payable. See and take possession thereof and collect the rents, asnes and mouts thereof and apply the smartess record to Upon is natived the continuance of any default bereundecalismorthages shall have the rath for their interacted and about his searching records and abstraction of insuracting title, and such sums shall be secured her cay and to cloded in the decreasing secures in sum as a controls fore and all costs and legal expenses in connection with said and further acree to pay the reasonable control mortgages may doen it necessary to prosecute or defend to effect or project the lighthorized the mort against alrest repairs reasonable In coactiony such is foreclose this mortgage or to collect any charge growing out of the data coreby secretion (1919) and which the IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year 10 6/6 first above written of 1801.6 election of the mortgages, besome innoctian is due without notice, and this mortgage in your in the latest above. thereof shall be nereafter included in any special assessment; district, then in subthese specified in the original application therefor except to the writion party the two payment of any of the summy besenver used, or note which with any post Charles Grant Kerr Time is reasonal and of the essence herenf, and in case of breach of any of the hethe mongagos without demand, shall be secured bethis mottgage, and a **Sasan Gre Kelk**ath part at the default miles provide that whose or in part and all expenditures made by the mortgages in so doing to define with an order and consequently and the mortgages in so doing the part and all expenditures made by the mortgages in so doing the with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with an order of the mortgages in so doing to define with a define of the mortgages in so doing to define with a define of the mortgages in so doing to define with a define of the mortgages in so doing to define with a define of the defin (wher STATE; OF to decorrected and expenses because the constitute of the contraction of should the mongegors be of become in 88. With in any of the communical active meaning have a communical their decimentaries County of Klamath On this 19th day of April 1,1985, before me personally appeared Charles Grant Kerr and Susan G. Kerr to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed and second actions with the second actions and second actions and second actions and second actions are second actions. consistent series of the series and series The weep also also greated by the second arms and in much a second arms are second arms and in much a second arms are second arms and in much a second arms are seco Set the definition of the Notary Public for the coch annan greeze or hat azajne east have been along Residinge at successionath Falls stors undestrain assessmente and charges for water of My (commission expires of Oct. 230, 21988 and the French To pay hotore desirequency, all taxiss, assessments and other charges upon said premises, all and do all acts or things accessary to preserve all water rights now at hereafter appartenant to or used in connection with said premark lands properly urusated, cultivated sprayed prived and cared for not to coment or suffer seaste of thy kind upon said premises, and to the premises in grod and has tandlike manner, using approved methods of preserving the fertility horses to keep the orenards or such object familie purposet not to cut or pertait the cutting of timber from said premises except the domestic user to teainfable and calabdate covern **Keffirm. Lo.** and reserve tions affecting the property and its user not to users permit the asy of said presented one unbassion of pangi Federal Land Bank thereon which may be damated endestroked to comply with all taxs ordinate at resolutions derno 6350. 20. 1. 6th streef dishment of any hunding thereon to restore prompally in a second and working the country of tion Klamath Fall's OR the 97603 which the post perspectation as history in a force of the continuous of the continuous properties and the continuous properties are continuous p south act in justime manners that is not is 172 to each an action of the contraction of the skeep in hulding and nighter enarch now of hareofter exerting an suid from how orders in the same is action when STATE OF OREGON; COUNTY OF KLAMATH; ss. lawing Claums and staggings, at all gressors whose, run with the family Filed for record and then say, then year are the two excempes this will be day of April and A.D. 1985 of at 11:33 o'clock A M., and doly recorded in Aor W82 of MORTGAGORS COVENANT AND AGREE ments, the last of which being due and payable on the first day of on Page 6155. January, 2020. herewith for its principal som of BIEHN, County Clerk This conveyante is intended as a mortgage securing the parformance of the covenants and agreements bereignful remained, and the payment of the circle of the mortgages of even date, the payment of the felt represented by the prof. \$13.,00 are made by the merigages to the order of the mortgages of even date, the payment of the circle of the mortgages of the order of the mortgages. \$223,000.00 hereafter may be at purturant to said premises of any part thereof, or used in connection therewith description and however evidenced, and all duries or other condums rights therein and again or was therein. 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successors and assigns of the respective parties hereto.

readitions and provisions thereof applicable to Federal Land Bankloons.