FLB 697A (8-77)

Aspen #M-28357

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 10th day of January 1985,

Whiskey Creek Timber Co., a limited partnership, Robert W—

Mezger and James M. Dahm as general partners, Richard M.—

Dahm, Eunice G. Dahm and James H. Roberts as limited —

partners; Robert W. Mezger, married; James M. Dahm, married;—

James H. Roberts, married; Richard M. Dahm and Eunice G.—

Dahm, husband and wife;—

FLB LOAN	F-199392-6
Recorded_	
at	o'clock
	, Page
	Auditor, Clerk or Recorder

Vol M85 Page 8300

Vol. /15 rage 1918

In Township 32 South, Range 7 East of the Willamette Meridian:

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the

Section 29: W2SW4

County of Klamath

Section 31: Government Lots 1 and 2 ($E^{1}/2NE^{1}/4$)

Section 32: WigNWig and WigWigNEigNWig v.

THIS MORTGAGE IS BEING RERECORDEDTO ADDA NOTARY ACKNOWLEDGMENT

_, State of Oregon

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, 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. logether with the tenements, nereditaments, rights, privileges and appurtenances, including private roads, now or nereatter 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 all plumbing, lighting, heating, cooling, ventilating, belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises; and all plumbing in connection with the above described premises. belonging to or used in connection with the above described premises; and all plumbing, lighting, neating, cooling, ventilating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above elevaung, watering and irrigaung apparatus and other fixtures, now or nereatter 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 therein and described 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 bereafter may be appurted to said premises or any part thereof. Or used in connection thereofter may be appurted to said premises or any part thereof. of every rain and description and nowever evidenced, and an unches of other conducts, rights different and rights of 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, Ins conveyance is intended as a mortgage securing the performance of the covenants and agreements nereinatter 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 herewith, for the principal sum of \$\frac{102,000.00}{102,000.00}\$ with interest as provided for in said note, being payable in the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the first day of the last of which being due and payable on the last of which the last of which being due and payable on the last of which the last of which the last of which the last installments, the last of which being due and payable on the first day of

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever same, and that said premises are tree from encumorance; 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 MORTGAGORS COVENANT AND AGREE:

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without to keep the buildings and other improvements now of necessary 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 the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in whole or in particular for which the local baseby secured was greated in which the local baseby secured was greated in the local baseby secured was greated in the local baseby secured which the local baseby secured was greated in the local baseby secured which the local baseby secured was greated and the local baseby secured which the local baseby secured was greated and the local baseby secured which the local baseby secured was greated and the local baseby secured which the local baseby secured was greated and the local baseby secured which the local baseby secured was greated and the local baseby secured which the local baseby secured which the local baseby secured was greated and the local baseby secured which the local baseby secured was greated and the local baseby secured which the local bas hereof, but shall run with the land. detay the construction on said premises of any building, 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 of in part; structures in progress, and any improvements or remodeling for which me loan hereby secured was granted in whole of in part, not to remove or demolish or permit the removal or demolishment of any building thereon; to restore promptly in a good and the removal or demolishment of any building of the structure or improvement thereon which may be demond or destroyed to comply used. 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 workmanuke manner any ounuing, structure or improvement unereon winch 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 unleaded or chiestionable purposes not to said a service of said premises for any unleaded or chiestionable purposes not to said a service of timber from said a service of said premises. laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the cutting of timber from said premises except for demectic use; to project and subject the property and its use; not to use or permit the cutting of timber from said premises except sections: to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving tor acmostic use; to maintain and cultivate the premises in good and nusoandlike mainter, 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 une rerunty thereor; to keep the orenards on said tands properly irrigated, cultivated, sprayed, pruned and cared tor; 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

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company to pay before definquency an taxes, assessments and other energies upon said premises, an 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 engineers of the property and to suffer no other engineers. hereafter appurtenant to or used in connection with said premises.

To keep all buildings now existing or hereafter erected 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. To keep all outlangs now existing or nereatter 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 risks in manner and form and in such company or companies and in such amounts as snail 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 and the satisfactory of the satisfa pay an premiums and charges on an such insurance when due; to deposit with the mortgages upon request an insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance when the premises should be made payable in case of loss to the mortgages with a loss payable clause in force of loss to the mortgages with a loss payable clause in force of loss to the mortgages with a loss payable clause in force of loss to the mortgages. whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in tavor 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 mortgage when the indebtedness basely secured in such managers is may also.

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 If any of the mortgaged property shall be taken under right of eminent domain, the mortgaged 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 mortgaged upon the indebtedage baraby sourced is such manner as it shall also

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee Should the morigagors of or become in default in any of the covenants of agreements never contained, then the morigagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same (whether electing to declare the whole indebtedness hereby secured due and payable or not). indebtedness hereby secured in such manner as it shall elect. (whether electing to declare the whole indeptedness 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 in whole or in part and all expenditures made by the mortgage and shall draw interest until raid at in whose or in part and an expenditures made by the mortgages in so doing, together with interest and costs, shall be secured by this mortgage, and shall draw interest until paid at

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default time is material and of the essence nereof; and in case of preach of any of the covenants or agreements nereof, or if detailed 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 the default rates provided for in the note hereby secured. purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if purposes outer than those specified in the original application ineretor except, by the written permission of said mortgages, or it 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 alection of the mortgages, became immediately due without notice, and this mortgage indebtedness hereby secured shall at the alection of the mortgages. said and or any portion thereof shall, at the election of the mortgagee, become immediately due without notice, and this mortgage indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage is the mortgage to every such option in any one or more instances shall not be considered. magneticaness nereby secured, shart, at the electron of the mortgagee, become infinediately 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 may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered. may be torecrosed; but the railure of the mortgagee to exercise such option upon or during the continuance of the same or any other as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other

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 which the mortgager may them it necessary to prosecute or detend to effect or protect the nen nereot, the mortgagers 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 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 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 pay a reasonable costs of searching records and obstructing or included the title and such sums shall be searched be abstructing or included in pay a reasonable sum as attorney's rees 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 degree of foreslows.

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 recognible costs of collection, upon the indebtedness becaused, and the mortgaged beautiful to the appropriate of the control of collection. upon me morigaged premises and take possession mereor, and conect me rems, issues and proms mercor, and apply me same, less reasonable costs of collection, upon the indebtedness hereby secured, and the morigages shall have the right to the appointment of the decree of foreclosure. reasonable costs of conection, upon the indeptedness nereby secured, and the mortgages 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 brookly assigned and mortgaged to the postpage as additional assign. For the indubtedness baseling described 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 the Form Credit Administration and are cubical ordered and the completions of the Form Credit Administration and are cubical ordered and are calculated as a calculated and are calculated and are calculated as a calculated and are calculated and are calculated as a calculated and are calcula 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full 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.

TIMBER LAND RIDER

8302

The Mortgagor covenants and agrees:

FIRST. Definitions: That the term "Timber Lands" as hereinafter used refers to that part of the mortgaged property now maintained and operated primarily for the production of timber.

SECOND. Management, General: That the Timber Lands shall be operated for their highest and best use as timberlands, having due regard to soil conditions, stand arrangements and other factors relevant to the conduct of sound silvicultural and harvesting practices. The Mortgagor further agrees that any intermediate harvesting of timber shall be carried out in a manner calculated to produce the maximum growth on the maximum number of stems, consistent with the production of the greatest quantity of timber.

- A. Harvesting Operations: That all cutting operations shall be conducted in such a manner as to realize the greatest return from the individual tree and from the timber stand, to effect suitable utilization of the Timber Lands, to assure the early and complete regeneration of stands of desirable timber, and to bring about their optimum development as to growth; that trees shall be cut as close to the ground as practicable; that all desirable trees which are not at the time being harvested, including young trees, shall be protected against unnecessary injury from felling, skidding and hauling; and that all measures reasonably practicable be used to prevent soil
- B. Salvage: That to the extent economically feasible, all trees which are dead, diseased, fallen or otherwise damaged by casualty, shall be salvaged in accordance with sound silvicultural practices; that any timber salvaged shall be applied against the release provision in Paragraph THIRD hereof; and that any salvage in excess of the volumes permitted under Paragraph THIRD hereof shall be subject to the prior written approval of the Mortgagee.
- C. Fire Protection: That all measures shall be taken which are reasonably necessary to protect the Timber Lands from loss by fire, which measures shall be at least equal to fire-control practices generally followed on timber-producing property in the same general area. including the adoption of suitable prevention and control measures, the maintenance of adequate fire-fighting equipment, proper disposal of slash, and full cooperation with state and federal agencies on matters of fire prevention and control.
- D. Maintenance of Roads: That an adequate system of roads and roadways shall be maintained in such manner as to permit access of
- E. Control of Disease: That there shall be maintained at all times in a manner satisfactory to the Mortgagee and in accordance with sound silvicultural practices all reasonable and effective measures to prevent the development of and to control the spread of disease and insect
- F. Trespass: That the mortgaged property shall be marked to indicate the boundaries thereof in a conspicuous manner satisfactory to the Mortgagee; that such markings shall be renewed from time to time as may be necessary clearly to maintain public notice of boundaries; and that the Mortgagor shall cause the Timber Lands to be inspected for the purpose of preventing trespass of any type or nature,
- G. Contracts: That no contract for the sale of timber wherein the buyer is granted the privilege of entry upon the mortgaged property for
- H. Inspection: That the Mortgagee shall have the right to inspect the mortgaged property, to examine the scaling sheets and books of account of the Mortgagor relating to the mortgaged property, and to discuss the business, finances and accounts of the Mortgagor with the Mortgagor and its agents, all at such reasonable times and intervals as the Mortgagee may desire.

THIRD. Cutting and Removal of Timber: The Mortgagor agrees neither to cut or remove, nor to permit the cutting or removal of timber from the Timber Lands, without the prior written consent of the Mortgagee, except as hereinafter provided. The Mortgagor shall have the right to cut timber for non-commercial use on the mortgaged premises (and not for resale), for the purposes of repair, replacement, and construction of improvements, including bridges and fences, and for fuel; provided, however, that there shall be no default in accordance with the terms of the Note or of this Mortgage, that only trees not then of merchantable quality and without reasonable prospect of becoming such quality shall be used for fuel, and that no timber shall be cut for the purposes described in this sentence until timber cut or removed in salvage or thinning operations shall have been used for such purposes to the fullest extent

As used herein, any reference to mortgage, Mortgagor, Mortgagee, or mortgaged shall also be construed to mean deed of trust, Grantor, Beneficiary, or conveyed, respectively.

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This rider is attached to and made a part of this mortgage, dated	e, or mortgaged shall also be construed to mean deed of trust.	_
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WHISKEY GREEK TIMBER CO.	. 19 85	_
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- William		
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	James M. Dahm	.,
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James H. Roberts, limited partner

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STATE OF Oregon ss.	
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	My commission expires Oct. 30, 1988
STATE OF Washington) ss.	
County Of King)	
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of Conic	Notary Public for the State of Weshington Residing at Kent, Washington
Fry	My commission expires 8-3/12-88 PAMELA E MODES, NOJARY PUBLIC IN AND FOR
STATE OF <u>Oregon</u>)	THE STATE OF WASHINGTON RESIDING AT KENT INV COMMISSION EXPIRES AUGUST 31, 1988.
County Of Klamath)	
	10 of before me. personally appeared
Dahm and James H. Roberts as limited	, 19 85 , before me, personally appeared general partners, and Richard M. Dahm, Eunice G. partners, known to me to be the partners in the e within instrument, and acknowledged that they d in the limited partnership name freely and
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LANGOTANY TOOL	Notary Public for the State of Oregon
000000	Residing at <u>Klamath</u> My commission expires <u>Oct. 30, 1988</u>
C C P O N	
Ret A.T.C.	
,	STATE OF OREGON,) County of Klamath)
• \$	Filed for record at request of
	the said to be the way
	on this 5th day of Rebruary A.D. 1985
	on mis Jen M. and duly
	recorded in Your M85 of Mortgages
	1018
	EVELYN BIEHN, County Clerk
	21.00

2//2

County of King; ss. On this 23 day of 25	
partnership which executed the within institute same as such partner and in the limited	,1985, before me, personally appeared rument, and acknowledged that he executed partnership name freely and voluntarily.
PAMELA E. MODES. NOTARY PIBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT KENT MY COMMISSION EXPIRES AUGUST 31, 1988.	Notary Public for the State of Washington Residing at Kent Washington My commission expires 7-37.88

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

on this 5th day of June A.D. 19 85

at 9:55 o'clock A M, and duly recorded in Vol. M85 of Mortgages

Page 8300

EVELYN BIEHN, County Clerk

By Am Am Deputy

Fee \$25.00