

FLB 657A (6-77)

K-37725

FEDERAL LAND BANK MORTGAGE

FLB
LOAN 241983-1

Recorded _____
at _____ o'clock
Page _____
Auditor, Clerk or Recorder

KNOW ALL MEN BY THESE PRESENTS, That on this 19th day of June 1985

W. C. DALTON and JULIANNE M. DALTON, Trustees of the WILLIAM C. DALTON 1982 TRUST dated June 30, 1982; JULIANNE M. DALTON and W. C. DALTON, Trustees of the JULIANNE M. DALTON 1982 TRUST dated June 30, 1982; and W. C. DALTON and JULIANNE M. DALTON, his wife;

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SACRAMENTO, a corporation in Sacramento, California, hereinafter called the Mortgagee, the following described real estate in the County of Klamath, State of Oregon:

All the following described real property situate in Klamath County, Oregon

Township 41 South, Range 12 East of the Willamette Meridian

Section 14: Lots 1 and 2 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$; EXCEPTING right of way for the Adams Canal; FURTHER EXCEPTING all that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of the United States Reclamation Service right of way; AND FURTHER EXCEPTING THE FOLLOWING PARCEL: Beginning at the Northwest corner of said Government Lot 1, said point being in the centerline of the County Road; thence Easterly along the North line of said Government Lot 1 and along the centerline of the County Road a distance of 179 feet; thence Southerly parallel with the West line of said Government Lot 1 a distance of 390 feet; thence Westerly parallel with the North line of said Government Lot 1 a distance of 179 feet to the West line of said Government Lot 1; thence Northerly along the West line of said Government Lot 1 a distance of 390 feet, more or less, to the point of beginning.

Section 23: Lots 1, 2, 3, 4, 5, and 6 NW $\frac{1}{4}$ SW $\frac{1}{4}$; EXCEPT that portion of Lots 2 and 5 lying within the North 30 acres of said Lots 2 and 5; AND FURTHER EXCEPTING that portion of Lots 3 and 4 lying within the SE $\frac{1}{4}$ NE $\frac{1}{4}$.

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 herewith, for the principal sum of \$ 107,500.00 with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of May, 2011; (See additional security recitals set forth on Page 3 of this mortgage.)

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 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 run with the land.

To pay all debts and money secured hereby when due.

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 demolition 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.

If any of the mortgaged property shall be taken under right 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, shall be immediately payable by mortgagors without demand, together with interest accruing thereon, as provided for in the above referenced promissory note of even date.

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 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 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.

30011

11005

The promissory notes evidencing the indebtedness secured by this mortgage contain provisions whereby the rates of interest on the unmatured principal portion of the indebtedness and on items in default are subject to change whenever the new loan interest rate of the Mortgage is either increased or decreased.

Any default in the payment of the installments due on the indebtedness owing to the Federal Land Bank of Sacramento by the mortgagors named herein, evidenced by that certain promissory note of even date, in the original principal sum of \$321,000.00, or any breach of the terms, covenants or conditions of the deed of trust securing said indebtedness, recorded in Modoc County, California, concurrently herewith, shall, at the option of the Mortgagee, be an event of default under this mortgage and entitle Mortgagee to declare a default thereunder.

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.

ADDITIONAL SECURITY RECITALS:

This mortgage further secures the indebtedness evidenced by that certain promissory note of even date, for the principal sum of \$321,000.00, with interest as provided for in said note, executed by the mortgagors named herein, which said note is further secured by a deed of trust recorded concurrently herewith in Modoc County, California. Said note evidences a portion of the indebtedness owing to the Federal Land Bank of Sacramento, identified as Loan No. 241983-1 on the bank's records.

All payments not made when due shall bear interest thereafter at the default interest rate indicated in each said promissory note.

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

W.C. Dalton, and

Julianne M. Dalton
Julianne M. Dalton, Trustees of the
William C. Dalton 1982 Trust dated
June 30, 1982

Julianne M. Dalton
Julianne M. Dalton, and

W.C. Dalton
W.C. Dalton, Trustees of the Julianne M.
Dalton 1982 Trust dated June 30, 1982

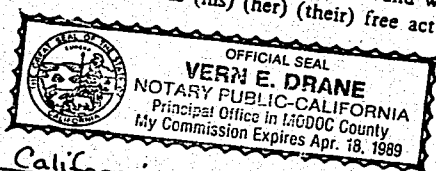
STATE OF California

County of Modoc

ss.

W.C. Dalton and Julianne M. Dalton

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.



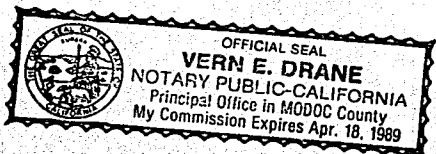
STATE OF California

County of Modoc

ss.

W.C. Dalton and Julianne M. Dalton, Trustees

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.



Vern E. Drane

NOTARY PUBLIC

My Commission Expires 4-18-1989

On July 11, 1985

before me personally appeared

On July 11, 1985

before me personally appeared

Vern E. Drane

NOTARY PUBLIC

My Commission Expires 4-18-1989

