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THIS MORTGAGE, Made this 31st day of December, 1985,
by B & W Moore Farms, a partnership consisting of William Moore and
Willene Moore
to Wendell Moore and Geraldine Moore, husband and wife
hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of \$500,000.00 hereinafter called Mortgage, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

See Exhibit A

IF SPACE INSUFFICIENT CONTINUE DESCRIPTION ON REVERSE SIDE

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever

This mortgage is intended to secure the payment of ~~KONRAD BASTIAN, INC.~~ described as follows
an agreement providing for periodic payments
totaling \$500,000.00 terminating March 1, 1996 and such other advances as may hereafter be
made.

The mortgage warrants that the proceeds of the loan represented by the above described note and his mortgage are:
a) primarily for mortgagor's personal family household or agricultural purposes (see Important Notice below);
and
b) that mortgagor covenants to and with the mortgagee he have no other present or future loans secured by real estate mortgages.
There shall be no assignment of the mortgage without the written consent of the mortgagee.

[illegible]

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee **MUST** comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a **FIRST** lien to finance the purchase of a dwelling, use S-M Form No. 1305 or equivalent; if this instrument is **NOT** to be a first lien, use S-M Form No. 1306, or equivalent.

William Moore
WILLIAM MOORE
Willene Moore
WILLENE MOORE

STATE OF OREGON, County of Klamath

Personally appeared the above named William Moore and Willene Moore

and acknowledged the foregoing instrument to be their

voluntary act and deed.

(NOTARIAL SEAL)

Before me ~~Richard~~ of Coane

My commission expires 6-18-84

Notary Public for Oregon

MORTGAGE

B & W Moore Farms, a partnership consisting of William Moore and Willene Moore

TC

Wendell Moore and

Geraldine Moore

AFTER RECORDING RETURN TO

CRANE & BAILEY
Attorneys at Law
540 Main St. Suite 204
Klamath Falls, OR 97601

STATE OF OREGON.

County of

~~I certify that the within instru-
ment was received for record on the
day of 19~~

at o'clock M. and recorded
in book on page or as
filing fee number

Record of Mortgages of said County.

Witness my hand and seal of
County affixed

Title.

By

Deputy.

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTRIES WHERE USED)

All of the SE 1/4 of the NE 1/4 of Sec. 8, Twp. 41 S., R. 10 E., of the W.M., except the N. 10 feet thereof, and except approximately one acre in the SW corner; more particularly described as follows:

Commencing at the SW corner of said SE 1/4 of NE 1/4 of said Sec. 8; thence N. on forty line 135 feet to a point; thence E. 100 feet to a point; thence Southeasterly to a point on the S. line of said forty which point is 396 feet E. of the point of beginning; thence W. on forty line 396 feet to the point of beginning.

NE 1/4 NE 1/4 of Sec. 8; NW 1/4 NW 1/4 of Sec. 9 all being in Twp. 41 S., R. 10 E.W.M.

The SW 1/4 and the W. 1/2 of the SE 1/4 of Sec. 9, Twp. 41 S., R. 10 E.W.M., together with all water rights appurtenant or to become appurtenant thereto.

The N. 10 feet of the SE 1/4 NE 1/4 of Sec. 8 Twp. 41 S., R. 10 E.W.M.

The N. 10 feet of the SW 1/4 NW 1/4 of Sec. 9 Twp. 41 S., R. 10 E.W.M.

All of the SW 1/4 of the NW 1/4 of Sec. 9, Twp. 41 S. of R. 10 East of the W.M., except the N. 10 feet thereof.

All of the Southwest Quarter of the Northwest Quarter of Section 9, Township 41 South of Range 10 East of the Willamette Meridian, except the North 10 feet.

All of the Southeast quarter of the Northeast quarter of Section 8, Township 41 South, Range 10 East of the Willamette Meridian, except the North 10 feet, and except approximately one acre in the Southwest corner, more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 of NE 1/4 of said Section 8; thence North on forty line 135 feet to a point; thence east 100 feet to a point; thence Southeasterly to a point on the South line of said forty which point is 396 feet east of the point of beginning; thence west on forty line 396 feet to the point of beginning.

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Together with any rights of way or easements for roads or other purposes across said property reserved in that certain contract of sale wherein August L. Andreieu et ux are Vendors and Oscar L. DeNault et ux are Vendees, recorded at Page 346 of Vol 228, Deed Records of Klamath County, Oregon, and that certain contract wherein August L. Andreieu et ux are Vendors and Regis V. Andreieu et ux are Vendees, recorded at Page 338 of Vol. 228, Deed Records of Klamath County, Oregon; EXCEPT, HOWEVER, that grantors herein reserve unto themselves, their heirs, executors, administrators and assigns, all natural rights of drainage, if any they have, across the above-described properties.

Excepting however that William Moore and Willene Moore reserve unto themselves the following described real property:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, Township 41 South, Range 10 East, W.M.

STATE OF OREGON COUNTY OF KLAMATH ss

Filed for record at request of _____ the _____ day
of _____ January _____ A.D. 19 96 at 3:37 o'clock P. M. and duly recorded in Vol _____
of _____ Mortgages _____ on Page 367

FEE \$13.00

Evelyn Biehn, County Clerk
By _____