

REAL ESTATE MORTGAGE

Vol. 188

Page

8998

Member No.

On this 20th day of May, 19 86ELSO DEJONG AND DITA DEJONG, Husband and wife

hereinafter called the MORTGAGORS, hereby grant, bargain, sell, convey and mortgage to

INTERSTATEPRODUCTION CREDIT ASSOCIATION,

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 City of Klamath FallsState of Oregon

hereinafter called the MORTGAGEE, the following described real estate in the

County of KlamathState of Oregon

, to-wit:

Parcel 1: Twp. 39 South, Range 11 E.W.M.

Section 21: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$

Parcel 2: Twp. 39 South, Range 11 E.W.M.

Section 16: SW $\frac{1}{4}$, and all of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of Lost River

Parcel 3: Twp. 39 South, Range 11 E.W.M.

Section 16: S $\frac{1}{2}$ SE $\frac{1}{4}$ less that portion heretofore deeded to Klamath County, Oregon for road purposes.That part of the S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17, Twp. 39 South, Range 11 E.W.M. lying South and Easterly of Lost RiverThe SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ of Sec. 17, Twp. 39 South, Range 11 E.W.M. lying North of Harpold RoadThat portion of the NE $\frac{1}{4}$ Sec. 20, Twp. 39S. Range 11 E.W.M. lying North of Harpold RoadThe N $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 20, Twp. 39S. R. 11 E.W.M. lying East of Lost RiverParcel 3: All that portion of the NE $\frac{1}{4}$ Sec. 16 lying Southerly of the center of Lost River; the N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 16, LESS portion deeded for road described in Deed Volume 74, page 71, records of Klamath County, Oregon, all in Twp. 39 South, R. 11 E.W.M.

Parcel 4: All those lands situated in Secs. 15 & 22, Twp. 39S. R. 11 E.W.M. Klamath County, Oregon being more particularly described as follows:

Sec. 22: NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$ and Sec. 15: S $\frac{1}{2}$ SW $\frac{1}{4}$

ALSO, that tract of land described as follows: Beginning at a 1/2 inch iron pin from which the northwest corner of said Sec. 15 bears North 01°44'03" West 3681.45 feet; thence South 78°02'07" East 174.45 feet to a 1/2 inch iron pin; thence South 89°52'45" East 231.30 feet to a 1/2 inch iron pin; thence South 89°20'52" East 801.00 feet to a 1/2 inch iron pin; thence South 15°16'07" East 217.00 feet to a 1/2 inch iron pin; thence continuing South 15°16'07" East 20 feet, more or

less, to the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Sec. 15; thence Westerly along said line to the southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 15; thence Northerly along the west line of said Sec. 15 to a point that bears South 81°00'05" West from the point of beginning; thence North 81°00'05" East to a 1/2 inch iron pin set in an existing north-south fence line; thence continuing North 81°00'05" East 76.21 feet to the point of beginning, containing 7.2 acres, more or less, with bearings based on Bowne Addition to the Town of Bonanza.

This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements hereinafter contained and the payment of the following described promissory note(s) made by one or more of the Mortgagors (unless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with all renewals or extensions thereof: TO SECURE THE LOAN OF BONANZA VIEW DAIRY, INC.

MATURITY DATE(S)	DATE OF NOTE(S)	AMOUNT OF NOTE(S)
July 5, 1986	August 28, 1985	\$1,724,642.00
July 5, 1990	February 7, 1986	32,665.00
July 5, 1986		158,930.00

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 \$ 1,000,000, exclusive of accrued interest and of advances made in accordance with the covenants of this mortgage to protect collateral.

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 that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

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together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and 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 conduits and rights of way thereof, appurtenant to said premises or used in connection therewith; and together with all range and 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 and will execute all waivers and other documents required to give effect to these covenants, and that they will not sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

SUBJECT TO.....

This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements hereinafter contained and the payment of the following described promissory note(s) made by one or more of the Mortgagors (unless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with all renewals or extensions thereof: **TO SECURE THE LOAN OF BONANZA VIEW DAIRY, INC.**

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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 that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

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MORTGAGORS COVENANT AND AGREE

1-9000

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 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 hereof, but shall run with the land;

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 demolition 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 premises;

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 insurance; 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 Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing, shall bear interest at the rate borne by the principal debt hereby secured, and shall be immediately repayable by the Mortgagors 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 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 the mortgaged premises and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned 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 rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, 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.

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

Ret. Farm Credit Services
Box 148, KFO.

x Elso De Jong
x Dita De Jong
ACKNOWLEDGMENT

STATE OF Oregon

County of Klamath

On this 20th day of May, 1986

before me, the undersigned officer, personally appeared

the above named Elso De Jong &

Dita De Jong

their

Carol Chuders
Notary Public Oregon

My Comm. expires 10-18-86

8032

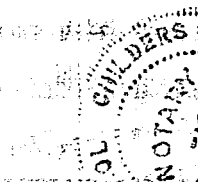
Fee, \$13.00

on this 27th day of May, 1986
at 11:23 o'clock A.M. and duly recorded
in Vol. 886 of Mtes. Page 8998
By Evelyn Biehn, County Clerk

Filed for record at request of:

STATE OF OREGON,
County of Klamath ss.

for filing data)



DECEASED NAME: **Edna** **STRUNK** DATE OF BIRTH (month, day, year): **May 4, 1986**

RACE: **White** SEX: **Female** AGE: **82** DATE OF BIRTH (month, day, year): **May 26, 1923**

CITY, TOWN OR LOCATION OF DEATH: **Klamath Falls** HOSPITAL OR OTHER INSTITUTION: **Darrow St.** RESIDENCE: **Klamath**

STATE OF BIRTH (if not in U.S.A., name country): **Colorado** CITIZEN OF WHAT COUNTRY: **U.S.A.** MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify): **Married** SPOUSE (if married, widowed): **Francis E. Strunk** WAS DECEDENT EVER IN U.S. ARMED FORCES? (specify yes or no): **No**

SOCIAL SECURITY NUMBER: **568-26-7381** USUAL OCCUPATION (Give kind of work done during most of working life, if retired): **Home maker** KIND OF BUSINESS OR INDUSTRY: **Own Home**

RESIDENCE - STATE: **Oregon** COUNTY: **Klamath** CITY, TOWN OR LOCATION: **Klamath Falls** STREET AND NUMBER OR R.F.D.: **2545 Darrow St.** ZIP: **97601** Inside City Limits (specify yes or no): **Yes**

FATHER - NAME first middle last: **Neivel - Goodwin** MOTHER - first middle last (Maiden Name): **(Mrs) Elizabeth Mitchell** INFORMANT - NAME and relationship to deceased: **Francis Eugene Strunk, Husband**

BURIAL CREMATION, REMOVAL, MAUS. (specify): **Burial** CEMETERY OR CREMATORY - NAME: **Eternal Hills Memorial Gardens** LOCATION city or town state: **Klamath Falls, Ore.**

FUNERAL SERVICE LICENSEE or person acting as such (Signature): *[Signature]* NAME AND ADDRESS OF FACILITY: **C'Hair's Funeral Chapel, Inc., 515 Pine St., Klamath Falls, O.**

CERTIFICATION - MEDICAL EXAMINER: **I CERTIFY THAT I MADE INQUIRY INTO THE DEATH OF THE DECEASED PERSON DESCRIBED ABOVE, AND IN MY OPINION DEATH RESULTED ON OR ABOUT:**

DEATH OCCURRED (Hour) **3:00 A.** THE DECEASED WAS PRONOUNCED DEAD (Month Day Year) **May 4, 1986** HOUR **9:00 A.** NATURAL CAUSES ☐ ACCIDENT ☒ SUICIDE ☐ HOMICIDE ☐ UNDETERMINED ☐ PENDING ☐

CERTIFIER (Signature): *[Signature]* M.D. **Robert E. Jamison, M.D.** DATE SIGNED (Month, Day, Year): **May 23, 1986**

DATE RECEIVED BY REGISTRAR (Mo., Day, Year): **May 23, 1986** REGISTRAR (Signature): *[Signature]*

PART I IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c))

(a) **Drug Overdose** Interval between onset and death: **hours**

(b) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death:

(c) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death:

PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a) AUTOPSY (Specify Yes or No) **Yes**

DATE OF INJURY (Month, Day, Year) **May 3, 1986** HOUR **8:00 P.M.** HOW INJURY OCCURRED (Enter nature of injury in Part I or Part II, Item 23) **Confusion with accidental repetitive drug ingestion**

INJ. AT WORK (Specify Yes or No) **No** PLACE OF INJURY - At home, far n. street, factory, office, building, etc. (Specify) **Residence** LOCATION: **2545 Darrow St., Klamath Falls, Klamath, Oregon**

DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? YES ☐ NO ☒ N/A ☐ WAS GIFT MADE? YES ☐ NO ☒ N/A ☐

RESERVED FOR REGISTRAR'S USE

ORIGINAL-VITAL STATISTICS COPY

STATE OF OREGON
COUNTY OF KLAMATH

This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Klamath County Department of Health Services.

MARIAN ACKERMAN, Registrar Vital Statistics

By *[Signature]* Deputy Registrar

Date **May 23, 1986**

VOID IF ALTERED

NOT VALID WITHOUT A RAISED SEAL OF THE KLAMATH COUNTY DEPARTMENT OF HEALTH SERVICES

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the **27th** day
of **May** A.D., 19 **86** at **11:23** o'clock **A** M., and duly recorded in Vol. **M86**
of _____ Deeds on Page **9001**

FEE

\$5.00

Return: Francis Strunk 2545 Darrow St., Klamath Falls, Oregon 97601

Evelyn Biehn, County Clerk

By *[Signature]*

CERTIFICATE OF DEATH

State File Number

DECEASED—NAME First: Marie Middle: Last: SAGEHORN		DATE OF DEATH (month, day, year) August 30, 1985	
RACE: White, Black, American Indian, etc. (specify) 3 White	SEX 4 Female	AGE—Last birthday 5a 92	DATE OF BIRTH (month, day, year) June 3, 1893
CITY, TOWN, OR LOCATION OF DEATH 7a Lakeview	HOSPITAL OR OTHER INSTITUTION—NAME (if not in either, give street and number) 7b Lake District Nursing Home	F-100: OR INST. Indicate DOA, Of Times, Pmt, Inpatient (Specify) 7c Inpatient	
STATE OF BIRTH (if not in U.S.A. name country) 8 Nebraska	CITIZEN OF WHAT COUNTRY 9 USA	10 Married, NEVER MARRIED, WIDOWED, DIVORCED (Specify) 10 Married	COUNTY OF DEATH 7d Lake
SOCIAL SECURITY NUMBER 13 551-21-4442	USUAL OCCUPATION (give kind of work done during most of working life, even if retired) 14a Homemaker	11 Leo Sagehorn	12 NO
RESIDENCE—STATE 15a California	COUNTY 15b Modoc	14b Own Home	15c NO
FATHER—NAME first: middle: last 16 John C. Alexander	MOTHER—first: middle: last (Maiden Name) 17 Melinda Foskett	18 Leo Sagehorn (Husband)	
BURIAL, CREMATION, REMOVAL, MAUED. (specify) 19a Burial		19b Linkville Cemetery	
FURNERAL SERVICE LICENSEE OR PERSON Acting As Such: 20a James R. Rasmussen		21b 7/3/85	
NAME AND ADDRESS OF CERTIFIER (Type or Print) 21a William J. Strickland MD 733 N First, Lakeview OR		HOUR OF DEATH 21c 7:00 PM	
DATE RECEIVED BY REGISTRAR (Month, Day, Year) 22a September 3, 1985		REGISTRAR 22b (Signature) Peg Roberson, deputy	
PART I IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c)) (a) DUE TO, OR AS A CONSEQUENCE OF: (b) DUE TO, OR AS A CONSEQUENCE OF: (c) OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in PART I (a)		Interval between onset and death	
PART II OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in PART I (a) Chronic renal failure		24 NO	
ACCIDENT (Specify Yes or No) 26a NO	DATE OF INJURY (Month, Day, Year) 26b	HOUR OF INJURY 26c	25 NO
INJURY AT WORK (Specify Yes or No) 26e NO	PLACE OF INJURY—(1) home, farm, street, factory, office building, etc. (Specify) 26f	LOCATION 26g	26d

ORIGINAL—VITAL STATISTICS COPY

45-2 REV. 12-83

STATE OF OREGON, COUNTY OF MULTNOMAH ss.

DATE ISSUED OCTOBER 18 1985

I HEREBY CERTIFY THAT THE FOREGOING COPY HAS BEEN COMPARED BY ME WITH THE ORIGINAL DOCUMENT AND IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE AS THE SAME APPEARS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON STATE HEALTH DIVISION AND IN MY OFFICIAL CARE AND CUSTODY.

Joseph D. Carney, State Registrar

NOT VALID WITHOUT RAISED SEAL OF OREGON STATE HEALTH DIVISION

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 27th day of May A.D., 19 86 at 11:23 o'clock A.M., and duly recorded in Vol. M86 of Deeds on Page 9002

Evelyn Biehn, County Clerk

FEE \$5.00

Return: Leo Sagehorn Box 186 Fort Bidwell, Calif. 96112