

16483

Member No. **62265**

**REAL ESTATE MORTGAGE**

Vol. M80 Page **9833**

On this 12th day of May, 1986,

RICHARD W. CLARK

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

INTERSTATE PRODUCTION 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 FALLS,

State of OREGON, hereinafter called the MORTGAGEE, the following described real estate in the

County of KLAMATH, State of OREGON, to-wit:

That portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, Twp. 41 S., Range 12 East, W.M., lying south of the "D" Canal, EXCEPTING rights-of-way.

ALSO, Beginning at the quarter corner on Northerly side of Sec. 23, Twp. 41 S., R. 12 E.W.M.; thence South 5 chains; thence East 20 chains, more or less, to the Easterly line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Sec. 23; thence North 5 chains, more or less, to the Northerly line of said Section; thence Westerly along the Northerly line of said Sec. 20 chains to place of beginning, being situated in NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 23, Twp. 41 S., R. 12 E.W.M., EXCEPT rights-of-way of record; and

EXCEPTING those portions deeded to the U.S.A. by deed recorded in Deed Volume 43 at page 357, and Deed Volume 49 at page 203, Records of Klamath County, Oregon. Subject to contract and/or lien for irrigation and/or drainage and easements and rights of way of record and those apparent on the land; and

Beginning at a point on the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 23, Twp. 41 S., R. 12 E.W.M.; which is 5 chains South of the quarter corner on the North line of said Sec. 23; thence South along the said West line 10 chains, more or less, to the Southwest corner of the premises conveyed to the grantors herein by deed from W.C. Dalton Company, a co-partnership composed of W.C. Dalton and Elizabeth E. Dalton, and recorded Jan. 17, 1942, in Deed Volume 144 at page 247, Records of Klamath County, Oregon; thence East along the South line of said premises to the East line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Sec. 23; thence North along said East line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$  10 chains, more or less, to the Southeast corner of the premises conveyed to the grantor herein by deed from Mattie L. Spolik, Blanche Anna Dolifka and Arthur E. Dolifka, recorded June 15, 1945, in Deed Volume 177 at page 191, records of Klamath Co., Oregon; thence West to the point of beginning, and being a portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 23, Twp. 41 S., Range 12 E., W.M.

ALL SUBJECT TO: (1) Easements and rights of way of record or apparent on the land; (2) all conditions, exceptions reservations and provisions contained in U.S. Patents covering the land; (3) Acreage and use limitations under provisions of the U.S. Statutes and regulations issued thereunder; (4) Liens and assessments for irrigation or drainage purposes; (5) reservations and conditions in deed recorded in Deed Volume 144, page 247, Records of Klamath County, Oregon; and (6) Mortgage dated Feb. 18, 1964, recorded March 16, 1964, in Volume 222, page 215, Mortgage Records of Klamath County, Oregon.

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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:

MATURITY DATE(S)

DATE OF NOTE(S)

AMOUNT OF NOTE(S)

January 5, 1987

May 12, 1986

\$93,531.00

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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:

MATURITY DATE(S)	DATE OF NOTE(S)	AMOUNT OF NOTE(S)
January 5, 1987	May 12, 1986	\$93,531.00

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 \$100,000.00, exclusive of accrued interest and of advances made in accordance with the covenants of this mortgage to perfect 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 Mortgagee to Mortgagee or no commitment to make loans or advances.

## 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 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 hereunto set their hands the day and year first above written.

Richard W. Clark

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Ref: M.T.O.

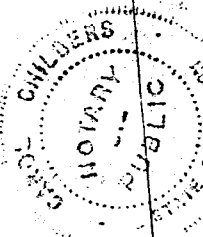
Fee, \$13.00

on this 6th day of June A.D. 19 86  
at 11:07 o'clock A.M. and duly recorded  
in Vol. 186 of M.T.O. Page 9833  
By Evelyn Blehn, County Clerk  
Deputy

Filed for record at request of:

STATE OF OREGON,  
County of Klamath, ss.

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STATE OF Oregon

County of Klamath

On this 21st day of May 19 86

before me, the undersigned, personally appeared  
the above named Richard W. Clark

and acknowledged to me that he executed the foregoing instrument as his

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carol Childers  
Oregon

Notary Public, Oregon  
10-18-86

19 86, in Deed Volume 177 at page 191, records of Klamath Co., Oregon; thence went to the point of beginning, and being a portion of the NW 1/4 of Sec. 23, Twp. 41 S., Range 12 E., W.M.

ALL SUBJECT TO: (1) Easements and rights of way of record or apparent on the land; (2) all conditions, exceptions reservations and provisions contained in U.S. Patents covering the land; (3) and provisions contained under provisions of the U.S. Statutes and regulations issued thereunder; (4) Liens and assessments for irrigation or drainage purposes; (5) reservations and conditions