

REAL ESTATE MORTGAGE

Date: 1925 of May 19 27

WALTER S. ROSE AND DAVID CARL, P.P.

hereby call the MORTGAGE, hereby grant, begin, sell, convey and mortgage to

INDEBTOR

PRODUCTION CREDIT ASSOCIATION

a corporation organized and existing under the Farm Credit Act of the Congress of the United States, its principal place of business in the City of Clatsop Falls

State of Oregon, hereafter called the MORTGAGEE, the following described real estate in the County of Clatsop State of Oregon

BE SECOND MORTGAGE

Reference to said Security

together with all the easements, benefits, rights, privileges, appurtenances and fixtures, including all existing and... together with all other rights of every kind and description and however acquired, and of shares or other securities...

IN ADDITION TO EXECUTION NO. 9 ABOVE MENTIONED IN THE MORTGAGE TO THE RECORDS OF CLATSOP COUNTY, OREGON, RECORDS OF 1924, P. 8443, THIS MORTGAGE IS SUBJECT TO THE...

The mortgage 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 notes made by one or more of the Mortgagors...

DATE OF MATURITY	DATE OF RECORD	AMOUNT OF DEBT
May 1, 1925	MAY 19 1927	\$254,000.00

The maximum amount of all indebtedness to be secured by this mortgage shall not exceed in the aggregate at any time the sum of \$ 254,000.00... All present and future indebtedness incurred by the mortgagor shall bear interest at the rate specified in the notes...

MORTGAGE COVENANT AND AGREEMENT

8556
1. 1944

That they are lawfully seized of and possessed of the premises hereunto described and have good right and lawful authority to convey and mortgage the same, and that said premises are free from all encumbrances except as stated herein, and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whatsoever except as stated herein, and will indemnify all heirs and lawful assigns in the premises, and these covenants shall not be interpreted to any heirs, assigns, heirs-at-law, and such as will be heirs.

To have and to hold the above premises unto the heirs of the Mortgagors...

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or diminish or permit the removal or diminution of any thereof, nor to remove or suffer water of any kind upon said premises, nor 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 date of this mortgage to exist on any other square and parcel except as stated above;

To keep all buildings insured against fire or damage by fire in accordance with laws 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 and amounts shall be made payable, in case of loss, to the Mortgagee, with a mortgage clause satisfactory to the Mortgagee;

To keep a good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage;

Should the Mortgagee be or become in default in any of the covenants or agreements herein contained, then the Mortgagors agree, at the option, pending the writ or writs of the court, and all expenses made by the Mortgagee in so doing shall have interest at the rate herein for the principal debt hereby mortgaged, and shall be immediately payable by the Mortgagors without demand, and, together with interest and costs, shall be secured by this mortgage;

There is reserved out of the premises hereunto, and in case of breach of any of the covenants or agreements herein, or if default be made in the payment of any of the moneys hereby secured, then, in any such case, all instructions herein contained shall, at the election of the Mortgagee, become immediately due without notice, and the mortgage may be foreclosed, but the failure of the Mortgagee, to exercise such option in any case 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 in 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 in order to protect the lien hereon, 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 fees and costs and expenses shall be secured hereby and be included in the charge of foreclosure;

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right forthwith to enter upon and upon the mortgaged premises and take possession thereof, except under circumstances when such thing is expressly prohibited by law, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, toward the satisfaction 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 conveyed to Mortgagee as additional security for the satisfaction herein described;

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other covenants 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, assigns and assigns of the respective parties herein.

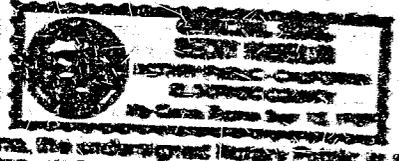
ALL insertions and deletions have been made prior to execution.

BY WITNESSES HEREBY. The Mortgagors have hereunto set their hands for the day and year first above written.

Handwritten signature of Arthur E. Rore
ARTHUR E. RORE
Attorney in fact

Handwritten signature of Harry Clark, M.D.
HARRY CLARK, M.D.

STATE OF CALIFORNIA)
COUNTY OF SE. SUREDO)



On this 15th day of May 1944, before me, the undersigned Notary Public in and for said County and State, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it

Handwritten signature of Notary Public
Notary Public in and for said County and State
Harry Clark

The following described real property situate in Klamath County, Oregon, to-wit:

Township 40 South, Range 13 East of the Willamette Meridian:

Section 22: SE1
 Section 26: SW1, NW1, NE1, N1SE1 and portion of the NW1SW1
 described as follows: Beginning at a point 1000 feet East of the corner common to Sections 22, 23, 26 and 27 and Township 40 South, Range 13 E.W.M., thence Southerly and Easterly 1000 feet, more or less, to a point where said course intersects the East line of the SW1SW1 of Section 26, thence North along said subdivision line to the Northeast corner of the NW1SW1 of said Section 26, thence West 300 feet to the point of beginning, containing 6 acres, more or less.

TOGETHER WITH: All covenants, hereditaments, rights, easements, privileges, appurtenances thereto belonging or any wise appertaining, improvements thereon, reversions, remainders, rents, issues and profits thereof, together with all of the rights of the use of water for irrigating the above-described real property, however evidenced, to which Vendor is now entitled, or which are now used on said real property, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which, in any manner, entitles the use of water for irrigating upon the real property within the lines and bounds of the above description, and together with irrigation equipment, including, but not limited to, all pumps, motors, wheel-lines, mainlines, and accessories, and replacement thereof.

SUBJECT TO:

1. Terms and conditions of special assessment as farm use and the right of Klamath County, Oregon, to additional taxes in the event said use should be changed, which obligations Grantee assumes and agrees to pay and perform.
2. Liens and assessments of Klamath Project and Langell Valley Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Any unpaid charges or assessments of Langell Valley Irrigation District.
4. Rights of the public in any portion of the herein described premises lying within the limits of any road or highway.
5. Right of way, including the terms and provisions thereof, erected by E. E. Ralston to Ivan E. Kilgore and Gladys H. Kilgore, recorded October 3, 1918, in Volume 50, Page 432, Deed Records of Klamath County, Oregon.
6. Perpetual Easement, including the terms and provisions thereof, given by Anton Suty, et al, to Robert Cahill and Helen Cahill, husband and wife, dated March 1, 1960, recorded March 17, 1960, in Volume 319, Page 501, Deed Records of Klamath County, Oregon.
7. Perpetual Easement, including the terms and provisions thereof, given by Anton Suty, et al, to Robert K. Thompson and Rosie J. Thompson, husband and wife, dated March 1, 1960, recorded March 17, 1960, in Volume 319, Page 503, Deed Records of Klamath County, Oregon.
8. Easements, including the terms and provisions thereof, as disclosed by conveyance from Anton Suty and Pauline Suty to Langell Valley Irrigation District, dated May 11, 1966, recorded June 16, 1967, in Vol. W-67, Page 4538, Deed Records of Klamath County, Oregon.
9. Mortgage, including the terms and provisions thereof, executed by Anton W. Suty, Jr. and Carol H. Suty, husband and wife, Stephen Suty, unmarried; Anton Suty III, unmarried, to The Federal Land Bank of Spokane, a corporation in Spokane, Washington, dated April 15, 1960, recorded April 28, 1960, in Vol. W-60, Page 7371, Mortgage Records of Klamath County, Oregon, to secure the payment of \$175,000.00.

Special Comments Between Mortgagor and Mortgagee

Mortgagee shall apply all payments received from Mortgagor under the Promissory Note secured by this Mortgage to payment of FLS Lien and pay it in full contemporaneously with payment in full of the Promissory Note secured by this Mortgage. In addition, Mortgagee will not increase the amount of the FLS Lien; will pay and/or discharge all claims, costs, attorney fees (both at trial and on appeal) or judgments arising out of or related to, the FLS Lien; and will defend Mortgagor from any claims brought, or suits or actions filed, against Mortgagor by reason of the FLS Lien unless the same derives out of failure of Mortgagor to pay the indebtedness secured by this Mortgage.

ENDORSEMENTS

CHECK OF CONDITIONS

COUNTY OF EL PASO } 32

On 22nd day of APRIL 1967

personally appeared PAULINE SMITH before me, the undersigned, a Notary Public in and for said State.

known to me to be the person whose name is subscribed to the within instrument, and

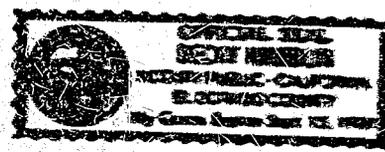
and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Witness my hand and seal of office this 22nd day of April, 1967.

Notary Public in and for the State of Texas

[Signature]

Notary Public in and for the State of Texas



*after sending return to
Intertax Production Credit Assoc.
900 Klamath Avenue
Klamath Falls, Ore 97601*

STATE OF TEXAS, COUNTY OF EL PASO

Filed for record at request of Klamath County Title Company on 22nd day of APRIL 1967.

at El Paso on Page 112



Notary Public, County Clerk
[Signature]

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