[illegible]

75310 [illegible] 1772-17792 [illegible] Page [illegible]

REAL ESTATE MORTGAGE

On this 2nd day of June 19 87

[illegible] AND [illegible], HUSBAND AND WIFE

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

[illegible] 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 [illegible] Falls

State of Oregon hereinafter called the MORTGAGEE, the following described real estate in the County of [illegible] State of Oregon, to-wit:

DESCRIBED AS PER EXHIBIT "A"

RECEIVED JUN 4 1987 [illegible]

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 owned 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 [illegible] 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)
[illegible]		$[illegible],500

[illegible] this mortgage is intended to secure all future loans or advances made or contracted within a period of [illegible] 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 $ [illegible],000 [illegible] 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 [illegible] 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 Mortgagors to Mortgagee or no commitment to make loans or advances.

[illegible]

MORTGAGORS COVENANT AND AGREE:

9539

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 demolishment 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 purposes, 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 amount as shall be satisfactory to the Mortgagee, and in such company or companies as [illegible] 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 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.

[illegible] D. [illegible]

[illegible] [illegible]

(Leave this space blank for filing data)

ACKNOWLEDGMENT

STATE OF Oregon

County of Klamath

On the [illegible] day of [illegible] before me, [illegible] the undersigned

[illegible] [illegible] acknowledged

the above signatures

[illegible]

[illegible]

Notary Public [illegible]

My Commission expires [illegible]

EXHIBIT "A"

DESCRIPTION SHEET

[illegible]

PARCEL 1:

In Township 33 South, Range 11 East of the Willamette Meridian:
Section 5: SW1/4 NW1/4, SW1/4;
Section 8: NW1/4;
Section 9: W1/2 W1/2 SE1/4 NW1/4, W1/2 NW1/4 NE1/4 SW1/4;

In Township 34 South, Range 9 East of the Willamette Meridian:
Section 15: W1/2 W1/2 E1/2;
Section 22: W1/2 NW1/4 NE1/4, N1/2 NW1/4;

PARCEL 2:

The Northerly 1/3 of that certain property or tract now owned by parties hereto and described as the South 1/2 SE1/4 Section 9 and Lot 1 and 2 of Section 16 Township 33 South, Range 11 East of the Willamette Meridian. The property herein conveyed being further described as: Beginning at the NE corner of S1/2 SE1/4 Section 9; Thence running south on east line thereof 10.61 Chains; Thence West and parallel to the north line said tract 40 chains; Thence North on said west line 10.61 Chains to Northwest corner thereof; Thence East on said north line to the point of beginning.

PARCEL 3:

In Township 32 South, Range 10 East Willamette Meridian:
Section 36: S1/4 SE1/4 NE1/4, SW1/4 NE1/4, N1/2 N1/2 SE1/4,
N1/2 NE1/4 SW1/4;

In Township 32 South, Range 11 East Willamette Meridian:
Section 17: W1/2 NE1/4, W1/2, W1/2 SE1/4, EXCEPT the Northerly 30 feet of the N1/2 SW1/4 lying Westerly of Williamson River
Section 20: W1/2 E1/2, W1/2;
Section 29: W1/2 NE1/4, NW1/4, S1/2;
Section 31: NE1/4 NE1/4, S1/2 NW1/4 NE1/4, SW1/4 NE1/4, S1/2 NE1/4 SW1/4, SE1/4 SW1/4; Lot 2;
Section 32: All;

In Township 33 South, Range 9 East Willamette Meridian:
Section 35: E1/2 SW1/4, SE1/4;

In Township 33 South, Range 11 East Willamette Meridian:
Section 4: W1/2 SW1/4;
Section 5: E1/2, E1/2 NW1/4, NW1/4 NW1/4;
Section 8: NE1/4, N1/2 S1/2;
Section 9: W1/2 NW1/4;

In Township 34 South, Range 9 East Willamette Meridian:
Section 2: W1/2 SE1/4; Lot 1; SE1/4 NE1/4
Section 11: W1/2 NE1/4; SW1/4;
Section 15: W1/2;

By: [signature]

By: [signature]

9597

PARCEL 4:

The N1/2 SW1/4 SW1/4 of Section 9, Township 33 South, Range 11 East of the Willamette Meridian, EXCEPTING THEREFROM the following described private cemetery:

A parcel of land situated in the SW1/4 of Section 9, Township 33 South, Range 11 East of the Willamette Meridian more particularly described as follows:

Commencing at the west 1/4 corner of said Section 9, thence South 83 degrees 32' 27" East 934.62 feet to a 5/8" iron pin at a fence corner and the "TRUE POINT OF BEGINNING" for this description, thence North 85 degrees 15' 00" East along a fence line 86.19 feet to a 5/8" iron pin, thence South 03 degrees 50' 20" East along a fence line 149.19 feet to a 5/8" iron pin, thence South 85 degrees 33' 00" West along a fence line 82.39 feet to a 5/8" iron pin, thence North 05 degrees 17' 56" West along a fence line 148.87 feet to "THE TRUE POINT OF BEGINNING"

EXCEPT from the above described parcels that portion lying within the right of way of Williamson River Road.

By: ____________________

By: ____________________

MTC

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 4th day of June A.D., 19 87 at 11:56 o'clock A M., and duly recorded in Vol. M87 of Mortgages on Page 9598.

Evelyn Biehn, County Clerk

By ____________________

FEE $27.00