FLB 697A (Rev. 2-83)

88

00

88115

Vol. 788 Page - 3029 Vol. FLB LORING F-202884= Aspen Title # 01032085 Page 9350

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on

May 17, 1988

Dudley G. Richardson and Jean H. Richardson, husband and wife; Richard J. Cabral-and Lynne Cabral, husband and wife;

Rerecorded to show before Trust Deed to Russell D & Alissa K Fitqgerald

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Mortgage, the following described real estate in the County(ies) of Klamath whose address is West 601 First Avenue, TAF C-5, Spokane, Oregon Washington 99220.

PARCEL 1: The NW% of Section 9, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 2: The NE% of Section 9, Township 36 South, Range 12 East of the Willamette Meridian.

Tax Information: Code 8, Map 3612, Tax Lot 2800 Code 8, Map 3612, Tax Lot 3100

CY (sp INDEXED Arondia Phil Searchard A D 19 48 Marging colly reconcert to 301 Prica tor record in se transaction transaction in including an include paints and these march an accommental parties statement of the call Each mortgagor agrees to provide to the mortgagee annually, within 90 days of the end of each mortgagor's fiscal year, in a form prescribed by or acceptable to the mortgagee, a current balance sheet and a current income and expense statement certified by mortgagor to be complete and accurate or, at mortgagee's option, audited by an independent accountant at mortgagor's expense. mishing bisanca and test business of quant and an extraction is constainly being a present and the constant of through properties become the copy of being principles for the first of a copy of the conservation of the Construction of austracing an analysistic file, and earlised which is account in a ann an scrait aig a to sa ann an cuair ainn 1673, caibhnasa in cucairt aig a ghliaint aigt ann cucair a nactongreemay areas it perceptivits processes at calend a client of process the left derict the color of the c IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year out of first above written. Congresses of the organisms erstenden abroer or mer obeint indice present treifigg pa opers neg pes mar sistem psecona indicoparaficipativi processo, per proppio ក្នុងស្រុក ប្រជាពី ប្រជាជនប្រជាពី មានប្រជាពី ប្រជាពី ប្រជាពី មានប្រជាពី ប្រជាពី ប្រជាពី ប្រជាពី ប្រជាពី ប្រជាព From the after the anishment of the properties \overline{Dudley} , \overline{G} in the payment of any arthmetical production, or a the winder a multiple or the bull reduct becomes in the production rections of manifoldal based and by tommentaristic self halfs Marco (M. S. Barco voj valov bovojanska <mark>opoga skoja</mark> spolizacija im ediopina (op.) (where strains in the second many many request the entire and second second and the Richard J. Special the margingors to additioning in density in the all his tone marginal trifed excessives and required manch missing as a chall clear Lygne Cabral STATE OF CALLS SEED DESCRIPTION OF CHEMICAL CONTROL CONTROL OF CHEMICAL CONTROL CO the time or quick in a second or ency in the second of the contract management and displayed in the contract of the contract o ret sin fine time ti tillige tid flyk retorn biology general en en en en On this | ST day of June , 1988, before me personally appeared Dudley G. Richardson and Jean H. Richardson, proven to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed. OFFICIAL SEAL
CHARLOTTE E. DAVEY
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires March 10, 1992 Notary Public for the Residing at 1100 Morag My commission expires n wat no complete of the fitting to the or est of appropriation of interpretation of the second of th County of ម៉ែង ០០ឮឬម៉ែនមន្តរីកាសម្រើស នៃកា នៃ ប្រែកា កា ក On this 9th day of June, 1988, before me personally appeared Richard J. Cabral and Lynne Cabral to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she/they executed the same as The second secon his/her/their free act and deed. Notary Public for the St. Topic of the control of the part of the part of the control of the 882'200'My commission expires the come may be a participant to said premises of each partition period on the correction of the corre description and however erecoverd, and the disclose he many readily the repair of a contract of the contract of promises altin which are nor shy disquired to be significations to satisfied and its sections is a

montergall (1988, permy beeneskarprivilege) verittin er othervest, andartendri of the monte (1987) in 1980 och 16. Sheld av motengar or hereafter isaach extended er regewond to thom hy the Hereafter (1987) in 1980 och en 18. ageney thereaft which have beened will be assigned er welredd it merigage.

Together, with the tenepresus, here dramenta, rights, primited and improvementatives, so desired so the little and or the effect and the best fitted because the result of the annual magnitudes and set of the desired and the set of the set of

ne arting and travelling apparatus and utilise futures now or detended belangle giver account

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau,

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date ments, the last of which being due and payable on the first day of May, 2008. \$85,500.00 with interest as provided for in said note, being payable in install-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 encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall and acknowledged that he/she/they executed t

To pay all debts and money secured hereby when due. To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolishment of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof, to keep the orchards on said lands properly irrigated; cultivated, sprayed, pruned and cared for, not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency, all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the mortgagee upon

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the mortgagee in so doing, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for

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, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, 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

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or 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 records and abstracting or insuring the title, and such sums shall be secured hereby and 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, 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. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Acf of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to the terms, conditions and provisions thereof applicable to Federal Land Bank loans.

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.

STATE OF OREGON	COUNTY OF KLAMATH: ss.		
Filed for record at red	lest of Aspen Title & Esc	row	
	of Mortgages	o'clockPM., and duly re	the 10th day corded in Vol. M88
FEE STEONSTRUCTURE	INDEXED	on Page 8029 Evelyn Brehn Co By Sernetha	
aspen .		S, JOHNSKA	XI Pfloch

STATE OF OREGON	: COUNTY OF KLAM	fatu.				
Filed for record at re	quest of					
U June	— A.D., 19 <u>88</u>	pen Title & F _ at <u>_ 3:01</u>		the	16th	
FEE \$2	3.00	tgages	on Page	, and duly recorded in	VolM88	day ,
			. By	Eruetha Clerk	Let D	
					Lesson	