## REAL ESTATE MORTGAGE

lember No. On this25thday	ofJUX	989,		A STATE OF THE STATE OF	
TAN TEADM TRIES	T. HAROLD E. BALIN,	TRUSTEE JOAN	L. DAULINI	TEE	•
BALIN FARM TRUS		sell convey	and mortgage to		•
BALLIN FARM AND PROPERTY OF THE PROPERTY OF TAXABLE PROPERTY OF TA	GAGORS, hereby grant,	pargain, sell, convey		DEDIT ACCOUNT ATION	·
INTE	RSTATE		PRODUCTION C	REDIT ASSOCIATION States, as amended, with it	3
INTE corporation organized and	existing under the Farm C	Credit Act of the Col	ngress of the Office	naratina (naratina) Maratina (naratina)	
	the City of KLAMATH	FALLS TELL	Veryon bear	<u> </u>	-,
principal place of business in	the City of KLAMATH	alled the MODTO	AGEE, the following	described real estate in the	1C
State of	, hereinafter o	TATE OF	ON STATE	to-wit:	÷
WTAMATH	Stat	te of	VILLERANGE STREET TO STORY COLD	de la	
A tract of land situ	nated in the NW4 of	the NE of Sec	ction 11, T 40S.	. R 9 EWM, Klamath	
Beginning at a F corner of said Section lin 14.00 feet; thence NOO 21'34'W 660.00 CNO-37692as recorde	point on the north ion 11 bears S89 3 ne, 318.00 feet; t S00 21 34 E 580. feet to the point dain the office of the county road 1	line of said Se 8'26" W 498.37 hence SOO 21': 00 feet; then of beginning, the Klamath Co	feet; thence 34" E 80.00 fee ce S89 38'26"W with the beari ounty Surveyor a long the norther	which the north 1/2 N89 38'26" E, alonet; thence N89 38' 1, 332.00 feet; there and containing 5.00 rly line.	<b>y</b>
Air nghts and renedles rights and remedies conterer forceable, such invalidity or strued as though the invalide	s canterred on Madgage ed by law, and are not ex americae ability shall not americae ability shall not a mericae ability provision i	by this mortgage of chaive. If any provi- tartees any other principal back certains	r completive and ad sion of that moreogra- recision benef at	the second of th	1)* 41:4 34:4
and upon the marigaged proposition the marigaged profile to the profile of the marigaged profile upon the independence barries, issues and profile ceedings. The rent, issues signed and marigaged to Marigaged and marigaged to Marigaged and marigaged to Maria and marigaged to Maria and marigaged to Maria and maria an	notherance of any default; aremises and take possession for the rents, issues and properties are the Motor the monteaged premise the profitable said framise and profitable said framise transports as additional securence as additional secure	natharda, the Mort on thereof, except in brof is thereof, and rigger shall have the indice to mange a after default shall of after default shall rick for the indereor	magee shall have the nder circumstant a apply the same be right to the appear to the property char- lacerus to Morey and ess in rein decomments	Total formulfi i accessione formulfi i accessione con al illerit processione con al illerit processione con accessione con accessione con accessione con accessione con accessione constant accessione constan	- ini 3-fy 300, 1001 100- 100-
and expense deal be seen	ed hereby and he included	e enriched abu <b>c</b> elle ou de Brane <b>of f</b> or	in and the second of the secon		COLOR COLOR
together with all the ten watering apparatus, now and together with all wate duits and rights of way the grazing rights (including issued in connection with with all rules, regulation and will execute all wa	rements, hereditaments, rigor or hereafter belonging to the said water rights of ever hereof, appurtenant to said grights under the Taylor theory of the said laws pertaining the said laws pertaining the said survers and other document wise dispose of said rights	, located on, or used y kind and description of premises or used in Grazing Act and F said real property; creto and will in good to be required to give the cort privileges without	d in connection with on and however evider connection therewith rederal Forest Grazin and the mortgagors of faith endeavor to effect to these covenat the prior written co	in the above described pro- need, and all ditches or othe ; and together with all rang- ing privileges), now or her covenant that they will of keep the same in good strants, and that they will monsent of the mortgagee.	er co ge ar reaf comp andi ot s
Guin SUBJECT:TO	er our they were us not be	t which the fact.	rent all transmission	an apagea (新年) Phaesa ( <b>本)</b> San are an are are as a set	
Should the Mortage Merteages may at its	हेन्द्रास्त्रकृष्ट केट्टी इस्टेन्स्स्रेक एक स्वयून	es in the of 195 of		a of the covenante and pare	:em
inn iThis-conveyance is hereinafter contained at (unless otherwise indica renewals or extensions the renewals of extensions the renewals of extensions the renewals of extensions the renewals of the renewals	go insured against loss or constitution by satisfactory to the shall be satisfactory to the Note of th	lowing described proi lowing described proi Mortgagee, together we no the Mortelship of Notelship DATE OF NOTEIS	missory note(s) made with interest as hereina with the unative control of the con	by one or more of the monater provided and together provided and together who will be a seen of the monater provided and together will be a seen of the monater provided and together will be a seen of the monater provided and together will be a seen of the monater provided and together will be a seen of the monater provided and together will be a seen of the monater provided and together will be a seen of the monater provided and together provided and together will be a seen of the monater provided and together provided and	wit Voci Voci Voci Ibos
To pay when due the lien of this mortaner	all taxes and asseminate	upon sold premiees		The Mark Walls	
remove of deceled to upon said premins; or acts and things no premises;	The preserve all water r	unita navi en heleget deunolishment of an el said premiser for Elah non er hereaf	ge option of hos y one who can be to see the property of the con- tier alignments of the	egology a community of the second of the sec	5) Y
Also this mortgag	ge is intended to secure all the state of recording of this mo	future loans or advan	ices made or contracted	d within a period of 1112 of turn amount of all indebted	ines

secured by this mortgage shall not exceed in the aggregate at any time the sum of \$...63.000.00......., 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 contribution make loans or advances.

MORTGAGORS COVENANT AND AGREE: magniful indeplaques from your foreign to you reach in the 18941

The continuous angiful sin broath of the numbers are stated above; 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; week in the space of any more the such of Substitute of

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 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

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;

Air in a ce 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 Should the Mortgagors be or become in derault 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 In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt nereby 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 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 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, administra-

tors, successors and assigns of the respective parties hereto. King and County of the Polytic of the bound of the bound of the bound of the Mortgagors have hereunto set their hands the day and year first above written. the said soction line; 316.00 feets, thence said price secon second second said second second said second s ang seed on 13 pages 280, 38, 30, at Australia to an BALIN FARM TRUST ChinTrustee ... Harold E. Balin ingres in the age of the ACKNOWLEDSOMENT WITNESSED BY: STATE OF Oregon Sue Dougan MONTKlamath the tellent County of\_ (Leave this space blank for filing data) ACKNOWLEDGMENT. On this 4th day of ... October STATE OF OREGON, below me, the undersigned efficer, personally appeared County of Klamath SS. the chare named Sue Dougan & that she witnessed the signatures of Harold E. & Joan L. Balin Filed for record at request of: SEAS and administration that the beginning to be Klamath County Title Co. wolumen grant to a dead. 6th day of <u>Oct.</u> A.D., 19 89 A CO and two transport and my hand and AM. and duly recorded ages Page 18940 \_ o'clock \_\_ M89 of Mortgages Page in Vol. Evelyn Biehn County Clerk Quelen Mullendere Deputy, \$13.00 01:69T Return: K.C.T.C.