Form PCA 405 Rev. 9/73	Â	6 v	ol <u>m90</u> Page	<u>j</u> 3885
Spokane 11873	DEAL ESTA	TE MORTGAGE		
MTC 22986	ESE PRESENTS: That	on this	FEBRUARY	<u>,</u> 19 <u>.90</u> ,
KNOW ALL MEN DI III	WARD, AKA LLOYD V	7. (HOWARD		
hereinafter called the MORTGA				
- 동네, 중국 사람, 공동, 이번, 영상, 영상, 영상, <u>영영</u> , <u>영</u>		PRODUC	TION CREDIT ASSO	CIATION,
a corporation organized and exist	ting under the Farm Cr	redit Act of the Congress of the	e United States, as amer	nded, with its
principal place of business in the	City of Klamath	Falls		
State of Oregon	, hereinafter ca	lled the MORTGAGEE, the f	ollowing described real	estate in the
County ofKlamath	, State	of Operan	, to-wit:	
SEE SEE	ATTACHED, EXHIBIT	"A"	om request	
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		bereupto for their hands $a_{R_{\rm eff}}$ d ,	v en al anne fansk offisk i s	-111-5 ⁻⁷
영제 방송 동안에서 실패한 방송을 감독하여 시작을 잡는 것 같아. 그 그는 것 같은 사람이 있는 것 같이 것	승규가 승규가 가지 않는 것이 아니는 것이 같이 있는 것이 없는 것이 없 않는 것이 없는 것이 않는 것이 않는 것이 않는 것이 않는 것이 않는 것이 없는 것이 없는 것이 없는 것이 없는 것이 않는 것이 않는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 않는 것이 없는 것이 없 않는 것이 없는 것이 않는 것이 없는 것이 않는 것이 않는 것이 않는 것이 않는 것이 없는 것이 않는 것 않는 것	상황에는 그 나는 아이들은 것 같이 많아요. 그는 것이 가지 않는 것이 같이 있는 것이 없다. 나는 것이 같이 있는 것이 없는 것이 없 않는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다. 않는 것이 없는 것이 없 않이 않이 않이 않이 않이 않이 않이 않 않이 않이 않이 않이 않이 않		
이상 방법에서 지난 적용 방법을 통해 집에서는 것 2017년 전에 관계하는 것을 것 같아.	상태 가슴 다 있는 것은 것이 잘 못 한 것이다.		그는 한 것 않지? 이 나라 한 것을 했는	이번 이번 주요 아파는 것을 잘 알았는 것을 수 있다.
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and the payment of the follo indicated) to the order of the l	owing, described, promiss Mortgagee, together with	interest as hereinafter provided a	ind together with all rene	wals or extensions
November 1, 199	0 A martica troub conside	January 18, 1990	20,63	5.00
Also this mortgage is inte from and after the date of ro secured by this mortgage shall interest and of advances made All present and future in such indebtedness; provided, indebtedness secured hereby s The continuing validity a that at certain times hereaftee make loans or advances.	nded to secure all future ecording of this mortgag not exceed in the aggress in accordance with the co debtedness secured by th <i>however</i> ; that if such in hall bear such increased of and priority of this mortger there may exist no our <b>VENANT AND AGRI</b> seized of said premises id premises are free fro	<ul> <li>loans or advances made or configered to configered to the sum of S</li></ul>	tracted within a period of all maximum amount of all <u>55,000</u> , ex- tect collateral, it the rate specified in the ased or decreased by M the effective date therec or advances shall not be in rtgagor to Mortgagee or and lawful authority to uted above; and each of the gabove; and each of	indebtedness to be clusive of accrued e note(s) evidencing ortgagee, all of the finance of the fact no commitment to convey and mort- of the Mortgagors

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To pay when due all debts and money secured hereby; the spine rule quarters is such that and the secure and thereby; the spine rule quarters of all between and the secure and thereby; the spine rule quarters of all between and the secure and thereby; the spine rule quarters of all between and the secure a acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said and measured the monoper descendently builtedouge of Sugarray as a measured of the formation of a free for a second measure of the monoper descendence of the formation of the f

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; is descent of this mortgage to exist at any time against said premises, except as stated above; is descent of the intervent support descent of provide the intervent support of the intervent of the inte

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 in-surance; 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. 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 and 1990 January 18, 1990

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. The is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if

lime is material and of the essence nereof; and in case of preach 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 pro-ceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby asceedings. 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 unen-forceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be con-trued 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.

IN WITNESS WHEREOF, The Mortgagors have hereunto set their hands the day and year first above written.

Howard, aka, Lloyd V. Howard

	ACKNOWLUDCEMENT
(Leave this space blank for filing data)	STATE OF Oregon
County of	Count: ciKlamath
Size of	Contribution of the second sec
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a corporation organized and existing under the Fario Gredit	Press 1 Acor of the United Building Acor (0.30) - 11 - 11 - 12
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MTC NO: 22986 3887

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EXHIBIT "A" LEGAL DESCRIPTION

All of the following described real property sitated in Klamath

PARCEL 1.

Township 40 South, Range 8 East of the Willamette Meridian; Section 7: Lot 5 Section 8: W1/2 NW1/4 Section 5: SW1/4 SW1/4, Lot 13, EXCEPTING THEREFROM that portion

lying within the limits of the Keno-Worden Highway. PARCEL 2:

Township 40 South, Range 8 East of the Willamette Meridian;

Section 7: SE1/4 SW1/4, SW1/4 NE1/4, NW1/4 SE1/4, Lots 2 and 3, EXCEPTING THAT portion deeded to Ralph S. Cecil, et ux, on June 24, 1949 in Deed Volume 232 at page 144; ALSO EXCEPTING that portion lying within the limits of the Keno-Worden Highway EXCEPTING THEREFROM: A tract of land situated in the Northeast quarter of the Southeast Quarter of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows: Beginning at a 5/8 inch iron pin which is located North 28 degrees 36' 18" West 1987.99 feet from the Southeast corner of said Section 7, thence South 74 degrees 15' 20" West 157.77 feet to a 5/8 inch iron pin in an existing fence line, thence South 15 degrees 44' 40" East along said fence line 194.5 feet to a fence corner, thence leaving said fence line and continuing South 15 degrees 44, 40" East to the South line of the Northeast Quarter of the Southeast Quarter of said Section 7, thence Easterly along the South line of the Northeast Quarter of the Southeast Quarter of said Section 7 to a point that bears South 15 degrees 44' 40" East from the point of beginning, thence to the point of beginning.

ALSO EXCEPTING, a strip of land 30 feet in width for road easement purposes, for ingress and egress to the above described tract of land said easement being situated in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 40 South, Range 8 East of the Willamette Meridian, said strip of land being 15 feet each side of, measured at right angles to the following described centerline; Beginning at a point on the Easterly line of the above described tract of land, said point being situated North 28 degrees 36' 18" West 1987.9 feet and South 15 degrees 44' 40" East 70.42 feet from the Southeast corner of said Section 7, thence North 70 degrees 14' 50" East 102.17 feet, thence South 65 degrees 44' 20" East 111.88 feet, thence South 87 degrees 00' 30" East 358.12 feet, thence North 67

degrees 52' 30" East 122.99 feet, thence North 30 degrees 20' 50" East 109.81 feet, thence North 59 degrees 09' 30" East 285.17 feet, more or less, to the centerline of the Keno-Worden County Road, excepting therefrom that Portion within the county road right of way, Klamath

Beginning at a point on the Southerly line of the above described tract of land, said point being situated North 24 degrees 22' 20" West a distance of 2137.93 feet and South 63 degrees 58' 00" West a distance of 125.02 feet from the Southeast corner of said Section 7; thence South 21 degrees 47' 30" East 154.15 feet; thence South 15 87.13 feet; thence South 65 degrees 44' 20" East 111.88 feet; thence South 87 degrees 00' 30" East 358.12 feet; thence North 67 degrees 52'

ALSO EXCEPTING: a strip of land, thirty feet in width for road easement purposes, for ingress and egress to the above described tract of land, said easement being situated in the SE1/4 of Section 7 and the SW1/4 of Section 8, Township 40 South, Range 8 East of the Willamette Meridian, said strip of land being 15 feet each side of, measured at right angles to the following described centerline:

Beginning at a 5/8" iron pin which is located North 24 degrees 22' 20" West a distance of 2137.93 feet from the Southeast corner of said Section 7; thence North 26 degrees 02' 00" West 416.00 feet to a 5/8" iron pin; thence South 63 degrees 58' 00" West 208.00 feet to a 5/8" 5/8 inch iron pin; thence South 26 degrees 02' 00" East 416.00 feet to a 5/8 the point of beginning, with the bearings based on recorded Survey No.

AND ALSO EXCEPTING: a tract of land situated in the SE1/4 of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as

Beginning at a 5/8 inch iron pin on the Southeast corner of that tract of land described in Deed Volume M71, page 10862, as recorded in the Klamath County Deed records, said point being North 24 degrees 22' 20" West 2137.93 feet from the Southeast corner of said Section 7; thence volume, 208.00 feet to the Southeast corner thereof; line of said deed degrees 39' 37" West 157.42 feet to the Northwest corner of that tract of land described in Deed Volume M69, page 5656 of said Deed Records; beed Volume M69, page 5656, 157.77 feet to the Northerly line of said thereof; thence North 18 degrees 59' 34" East 213.70 feet to the point of beginning, with bearings based on Survey No. 1356, as recorded in

ALSO EXCEPTING; a tract of land situated in the SE1/4 of Section 7 Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows;



30" East 122.99 feet; thence North 30 degrees 20' 50" East 109.81 feet; thence North 59 degrees 09 30" East 285.17 feet; more or less, to the centerline of the Keno-Worden County Road; EXCEPTING THEREFROM that portion within the County Road right of way. PARCEL 3:

Township 40 South, Range 8 East of the Willamette Meridian:

Tax Account Nos: 4008 00800 00400 4008 00500 01000 4008 00700 00900 4008 00700 01300 4008 00700 00800 (covers other property)

Return to: mo

STATE OF OREGON: COUNTY OF KLAMATH: 55. _ day Evelyn Biehn County Clerk Dauline Mullindere By 💆