CFR 0566

Jim and Gladys Nobles

CFR 0566

CFR0566 X
APPLICATION FOR CENTURY FARM HONORS
Deadline for Filing Application - May 1, 1996 Redacted for Privacy
(Please print or type) Telephone #:
Your Name (Mr., Mrs., Ms., Miss) JIM & GLADUS NOBLES Your Address
Street, Route or Box # City Zip Code
Location of Farm IN44 Sec 27
To qualify as a Century Farm, a farm must have a gross income from farm use of not less than \$1,000.00 per year for three out of the five years immediately preceding application for Century Farm honors. Does your farm meet this qualification?
Name of family member who was founder or original owner of farm: JAMES B Nobles
Founder gained ownership of farm in (Year) <u>18578</u> (ATTACH VERIFYING DOCUMENTATION, See Rule 9).
Founder came to Oregon from THE JOWA
Who farms the land today? JAMES B Nobles
Relationship to original owner <u>GRANdson</u>
Are any of the original buildings still in use? ONQ
If yes, which ones? BARN
If you know crops or livestock raised on farm one hundred years ago, please list: <u>Wheat, BARely</u> , Cows
What do you raise on the farm today? When T, BARCIY, COWS
How many generations live on the farm today? ON Q
Please list names: JIM & GLATYS Nobles
Do you declare that the statements made above are accurate and correct to the best of your knowledge? $y \in s$
Signature of Owner
Please return forms to: Century Farm Program, Oregon Historical Society 1200 S. W. Park Ave., Portland, OR 97205-2483

STATEMENT FORM

I, JAMES B Nobles

hereby affirm and declare that the farm which I own at Redacted for Privacy

(Full Address)

in WAllowA

County,

shall have been owned by my family as specified in Rule 2 of the RULES FOR 1995 CENTURY FARM PROGRAM for at least one hundred years by no later than December 31, 1995.

non B. Jaklas gnature

-----Acknowledgement (for use of Notary Public)------

County of Wallowa

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.



In Testimony Whereof, I have set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

Commission Expires 8-11-97

	LAND BANK	MORTGAGE	LOAN 156127-8 Recorded
W ALL MEN BY TH	ESE PRESENTS, That o	Amade la bas : servera isdrucestr	at o'clock
July_	, 19_74,	of temperation of temperature day	e above described, premises, all of whill are he
and goins of way	ana ana ang ang ang ang ang ang ang ang		Auditor, Clerk or Recorder
	an we go a	a met a	STATE OF OREGON ss County of Wallowa
es B. Nobles an	nd Gladys Nobles,	husband and wife	I certify that the within Instrument was
being payable in	eten bin 4" fül bibyo	ng të kensiti të kara	received for record on the 1st day of
For	full satisf	on the first day of Flecember	July A.D. 1974at 3:20
Mortga	ge in Book Pag	action of the	diclock P M. and recorded in Book
of Mort	gages.		mortgages of said County
and mortgage they	Viul authority to convey	fee simple, have good right and law	Witness my hand
ter called the Mortga	igors, hereby grant, barg	ain, sell, convey and mortgage to	County Clark
DERAL LAND BAN	NK OF SPOKANE, a cor	poration in Spokane, Washington, ed real estate in the County of	By
- Wallowa	, State of	Oregon	De y
	al sector		
			keep the buildings and other improvements in , structure or improvement being built or about
description of	the real propert	ty covered by this morta	or demolish or second the science benefore
Keu Exhibit A	which is attache	ed hereto and is by refer	rence made a part hereof.
to maintain and		ing of Uniter from soid promises a	the prenties in a good and hudendhice man
ny kina upon said	tinit or suffer waste of a	EXHIBIT A	on said land properly inigated, cultivated, spray
Townshim	pose; and to do all acts o	nių sidenomojo to tubuchu (na 10	
TOWNSHIP I N	orth, Range 44	East, of the Willan	nette Meridian
Section 2:	SWL SLNWL	is and other charges upon said or	pay before delinquency all taxes, assessment
Section 11:	NWINEL NWI	NZSWZ O DECOMPOSITION	y stock, and all rents, assessments and charges f
Section 16:	SEL	N20W2	leagee proper receipting therefore and to mithin no
Section 19:		The other states and the states of the	expirate said premiers
Section 20:	WASH'S WENWE		
	11-201-41 11-21111-41	SW4, SE4SE4, that p	part of the
such company or	NEASEA LYING	Southwest of Leap Ro	part of the bad and that part
	of the SEANER	i lying Southwest of	Dad and that part Leap Road
Sectión 21:	of the SEANER SASWA, WANER,	lying Southwest of Leap Ro NySE4, and that par	Leap Road that part t of the SW4SE4
Sectión 21:	of the SE%NE% S%SW%, W%NE%, lying South c	lying Southwest of Leap Ro NySE4, and that par	Leap Road that part ft of the SW\$SE\$
	of the SE%NE% S%SW%, W%NE%, lying South c NW%SW%	lying Southwest of Leap Ro lying Southwest of N\SE and that par of Leap Road	Dad and that part Leap Road rt of the SW\\$SE\\$
Section 21: Section 27: Section 28:	NE43E4 IYING of the SE4NE4 S4SW4, W4NE4, lying South c NW4SW4 E4SW4, SE4, S NW4NE4 and E4	Southwest of Leap Ro i lying Southwest of N ¹ / ₂ SE ¹ / ₄ , and that par of Leap Road SW ¹ / ₄ NE ¹ / ₄ , NW ¹ / ₄ , and that	Leap Road that part t of the SW%SE%
Section 21: Section 27: Section 28: Section 29:	NE43E4 Tying of the SE4NE4 S\SW\4, W\5NE4, lying South c NW\4SW\4 E\5SW\4, SE\4, S NW\4NE\4 and E\4 N\5N\5, SE\4NE\4	lying Southwest of Leap Ro lying Southwest of N\SE and that par of Leap Road	Leap Road that part ft of the SW%SE% t part of the Leap Road
Section 21: Section 27: Section 28: Section 29: Section 30:	NE43E4 IYING of the SE4NE4 S\SW\4, W\4NE4, lying South c NW\4SW\4 E\4SW\4, SE4, S NW\4NE\4 and E\4 N\4N\4, SE\4NE\4 NE\4NE\4	Southwest of Leap Ro i lying Southwest of N\252 and that par of Leap Road SW\2NE\2, NW\2, and that SNE\2 lying South of I	bad and that part Leap Road rt of the SW\sE\ t part of the Leap Road
Section 21: Section 27: Section 28: Section 29:	NE43E4 IYING of the SE4NE4 S\SW\4, W\4NE4, lying South c NW\4SW\4 E\4SW\4, SE4, S NW\4NE\4 and E\4 N\4N\4, SE\4NE\4 NE\4NE\4	Southwest of Leap Ro i lying Southwest of N\252 and that par of Leap Road SW\2NE\2, NW\2, and that SNE\2 lying South of I	Leap Road that part ft of the SW%SE% t part of the Leap Road
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Section 21: Section 27: Section 28: Section 29: Section 30: Section 33: EXCEPTING thesituated a wardshift	NE43E4 IYING of the SE4NE4 S4SW4, W4NE4, lying South o NW4SW4 E4SW4, SE4, S NW4NE4 and E4 N4N4, SE4NE4 NE4NE4 NE4NE4 NE4NW4	Southwest of Leap Ro (1) lying Southwest of N\252\2, and that par of Leap Road SW\2NE\2, NW\2, and that SW\2NE\2, NW\2, and that SW\2NE\2 lying South of I alf acre of ground up ring and pond, as exc	bad and that part Leap Road at of the SW\sE\ t part of the Leap Road
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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, or agency thereof, which have been or will be assigned or waived to mortgagee.

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, stationary scales 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 herewith, for the principal sum of $\int 151,500.00$ -------, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of <u>December</u>, 2009 . All payments not made when due shall bear interest thereafter until paid at 10 per cent per annum.

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 run with the land.

To pay all debts and moneys secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete any building, structure or improvement being built or about to be built thereon, including improvements to any existing structures; not to remove or demolish or permit the removal or demolishment of buildings and other improvements now or hereafter existing on said damaged or destroyed; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; 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 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, including assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said land, and to deliver to the mortgagee proper receipts therefor; and to suffer no other encumbrance, charge or lien prior to the lien of this mortgage to exist at any time against said premises.

To keep all buildings 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 mortgaged premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgagee 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 the indebtedness hereby secured in such manner as it may elect.

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 indebtedness hereby secured in such manner as it shall elect.

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 shall draw interest at the rate of 10 per cent per annum, 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, 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 mortgage 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 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 collect the rents, issues and profits of the appointment of a receiver to 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 Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

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.

STATE OF County

On <u>7/1/1/2</u>, before me personally appeared

James B. Nobles and Gladys Nobles

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

NOTARY PUBLIC

My Commission Expires

, before me personally appeared

County of _____

STATE OF.

1.

By

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

On

NOTARY PUBLIC

My Commission Expires.

Recorded July 1st, 1974 at 3:20 p. m., Marjorie Martin, County Clerk

County Clerk

County of Wallowa

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seel, this 25th day of April A.D. 19 96

COUNTY CHERK Sober ana BV Deputy

41 Varden F Villiams to James B Nobles This Inducture Made this 9th day of April A.D. 1890 between Harder of Williams of Wallow County in the State of Origon of the first part and fames & Hobler of Wallow County in the State of Oregon of the second part Unesseth. That said party of the first part in considerate us de c l'ul. of the suns of Prise Hundred and fifty Dollars the recent whereof is hereby acknowledged do by these presents gran bargain sele and convey into said party of the second Carrie part his heirs and assigns all the following described Real Estate situated in the County of Wallow and State of Orgon towit South half of north Estquater and the North East quarter of the South East quarter of Section Twenty Eight (28) and the north west quarter (27) in Farouship are north of Range 44 & W. M. Containing 160 acreg To Have And To Hold The Same Together with all and sugular the tenents hereditanents and approvtaliance Therements belonging on in anywise affer baining forever, And said Harden Milliams for his heirs Executors administrators do hereby coverant promis and agree to and with said highly of the second part that at the delivery of the presents he lawfully seized in his own right of an absolute and midefeasible Estate of iloheritauce in fee sunfle of and in all and sugular the above granted and described pranises with the appurtances; that the same are free clear discharged and moundered of and from all former and other grants littles charges Estates pudgueets taxes assessments and in anobegances of what watere or kind soever and that he will Warant and Forever Defend the same mite said party of the second his Hear's and assigns agains said party of the fis part his hers and age and vory porson or persons whome soever lawfully claiming or to clamic The sauce of the first part has hereinto ser

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Start .

his hand und seal the day and year fire above writtee In presents of Harden & Williams Geal & a Hunter awiyoward, States of Oregoid Les County of Walloway Be it Remembered. That on This 9 day of April A. D. 1890 before me the undersigned a motary Public in and for the lowery and State aforsaid came Horder F. Williams and unnerved man who is personally know to no to be the same person who Executed the willing instrument of writing and such duly acknowledged the Execution of The sa On Destringing Where of & have hereined sit my hange and office my real the the day bast above whiten J. W. Hunder Notry Problic

STATE OF OREGON S.S. County of Wallowa

I, CHARLOTTE McIVER, County Clerk in and for the cald County read State, do hareby certify that the foregoing copy of ______

records of Wallowa County, State of Oregon, has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original as the name appears of record and on file in my office and in my custody.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal, this 25th day of April A.D. 1996

Dana Roberts Deputy