

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

United California Bank
Box 158
Dorris, California

6003
Vol. M-66 Page 4930

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of United California Bank

this 4th day of May A.D. 1966 at 4:22 P.M. and
duly recorded in Vol. M-66, of Chattels 4930

Fee 1.50 pd

DOROTHY ROY, County Clerk

By *[Signature]*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE

United California Bank, a corporation, hereby releases that certain

MORTGAGE OF CHATTELS AND CROPS
(Livestock)

dated July 30, 1963

made by ED OSBORNE and ALLISON OSBORNE, husband and wife

to United California Bank, recorded in Book 62, Page 699, of Official Records of

Klamath County, Oregon

DATED April 29, 1966

UNITED CALIFORNIA BANK

BY *[Signature]*
Assistant Manager

BY _____
TITLE

STATE OF CALIFORNIA } ss.
COUNTY OF Siskiyou

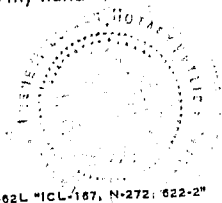
On this 29th day of April, 1966, before me, Irene Milligan

a Notary Public in and for said County and State, personally appeared Richard T. Barry

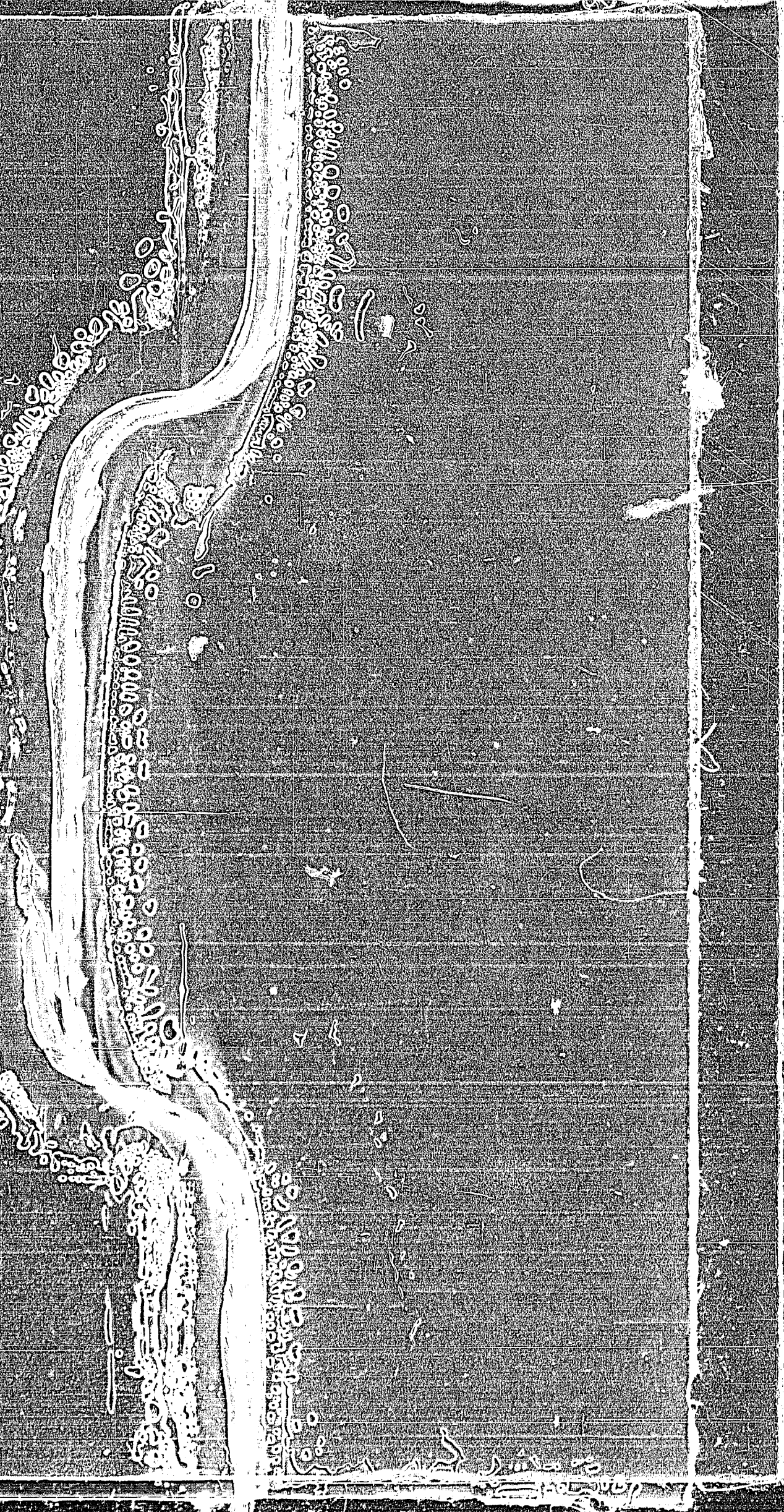
known to me to be Assistant Manager and,

known to me to be _____ of United California Bank, the Corporation that executed the
within instrument, on behalf of said United California Bank, and acknowledged to me that such Corporation executed the
same.

WITNESS my hand and official seal.



Irene Milligan
Irene Milligan
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
My commission expires May 22, 1966



Form FHA 427-2 Oreg.
(Rev. 7-20-64)

Position 5
6012

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

REAL ESTATE MORTGAGE FOR OREGON AND ALASKA
(DIRECT LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated May 4, 1966

WHEREAS the undersigned Clifford J. Lindenburger and Doris L. Lindenburger

residing in Klamath County (herein mentioned)

property described below is in Alaska), State of Oregon

whose post office address is 4013 Fawn Street, Klamath Falls, Oregon
hereinafter called Borrower, are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, hereinafter called the Government, as evidenced by one or more note(s) or assumption agreement(s), hereinafter called note(s) executed by Borrower and payable to the Government, and covenants and agreements of Borrower in addition to promise(s) to pay money, and authorizing optional acceleration of the indebtedness upon Borrower's breach of any covenant or agreement, said note(s) being described as follows:

DATE OF INSTRUMENT	PRINCIPAL AMOUNT	ANNUAL RATE OF INTEREST	DUE DATE
May 4, 1966	\$580.00	4%	May

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, made hereunder and any renewals and extensions of any debt secured hereby, all with interest, and to secure every covenant and agreement of Borrower contained herein, in said note(s), or in any supplementary agreement hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the

property situated in the County(ies) of Klamath

State of Oregon

Lot 8, Block 3, Stewart Lennox Addition

4932

Subject to:

Unrecorded deed of trust given to Gladys Moak in the original amount of \$3,935.00 dated November 12, 1963.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer or conveyance of any part thereof or interest therein, including but not limited to payments for property taken by eminent domain—all of which are hereinafter called said property;

TO HAVE AND TO HOLD said property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to said property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, AGREES TO PAY when due the indebtedness hereby secured and, so long as any such indebtedness remains unpaid, COVENANTS AND AGREES TO:

- (1) pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;
- (3) maintain improvements in good repair and make repairs required by the Government; operate said property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not abandon said property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes;
- (4) if this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease;
- (5) comply with all laws, ordinances, and regulations affecting said property;
- (6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after default), including but not limited to costs of evidence of title to and survey of said property, costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, selling, and conveying said property;

AND THAT:

- (7) any amounts required herein to be paid by Borrower may, if not paid when due, be paid by the Government and thereupon shall be secured hereby, bear interest at the rate borne by said note if only one is described, or, if more than one is described above and secured hereby, at the rate borne by the one selected by the Government in its sole discretion, and be immediately due and payable by Borrower to the Government, without demand, at the place designated in the note;
- (8) neither said property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government.
- (9) at all reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;

(10) the Government may extend and defer the maturity of and renew and reamortize any debts secured hereby, release from liability any party liable thereon and release portions of said property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of Borrower or any other party for payment of said debts;

(11) default hereunder shall constitute default under any other real estate or crop or chattel security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder;

(12) SHOULD BORROWER, or any one of the persons herein called Borrower, DEFAULT in payment of any debt or performance of any covenant or agreement hereby secured or herein contained, or die or be declared an incompetent, a bankrupt or insolvent, or make an assignment for the benefit of creditors, the Government at its option may: (a) declare all debts hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate and rent said property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for said property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided by law or herein, and (e) enforce any and all other remedies provided herein or by present or future law;

(13) at foreclosure or other sale of all or any part of said property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government in the order prescribed in paragraph (14);

(14) the proceeds of foreclosure sale, after being applied to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, any prior liens required by law or a competent court to be so paid, and all indebtedness secured hereby, shall be applied in the following order to the payment of: (a) inferior liens of record required by law or a competent court to be so paid, (b) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (c) any balance to Borrower;

(15) as against the indebtedness hereby secured, with respect to said property, and to the extent permitted by law, Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, redemption, and exemption to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where said property lies, and also the right of possession of said property during the period of redemption;

(16) this instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof;

(17) notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Portland, Oregon, and in the case of Borrower to him at his post office address stated above.

WITNESS the hand(s) of Borrower the day and year first above written.

Clifford J. Lindemberger
Clifford J. Lindemberger
Doris L. Lindemberger
Doris L. Lindemberger

ACKNOWLEDGMENT
FOR OREGON

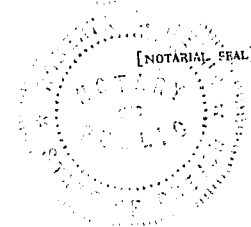
4934

STATE OF OREGON

COUNTY OF Klamath

On this 4th day of May, 1966, personally appeared the above-named
Clifford J. Lindenburg and Doris L. Lindenburg

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Roberta L. Magnus
Notary Public.

My Commission expires Nov. 16, 1969

ACKNOWLEDGMENT
FOR ALASKA

STATE OF ALASKA

PRECINCT OF

Before the undersigned, duly
(Official Title of Officer)

commissioned (or appointed) and qualified, this day personally appeared in the place above named

personally known to me to be the person(s) described in, and who executed the foregoing instrument, and severally acknowledged
to me that each of them executed the same freely and voluntarily, for the uses and purposes therein mentioned.

Witness my hand and official seal this day of 19

(SEAL)

(Official title)

GPO 812-107

James H. Adams
By 1328
City

STATE OF OREGON } ss
County of Klamath }

Filed for record at request of:

Clifford J. Lindenburg

on this 5 May 19 66

at 12:45 P and duly

recorded in m-66 Mortgages

Page 4931

6.00
Fee

Clifford J. Lindenburg
Deputy