DA-FIIA:	Position 5 15202	Val. 14-67 Page 4945	
rm EHA,427-1 Oreg. 10 -742 V	ST.	S S. neukolen in the 19691464	
av. 6-22-66) projects the REAL ESTATE MOI	RTGAGE FOR OREGON AND A	TO A SER IA SALES WAS EXPERIENCED AND A SALES OF A SECOND ASSESSMENT OF A SALES OF A SAL	
William pay a manage of the taxes of money.			
buchou are up(a draw), large, ppesents (pated	June 30, 1967	r dorr ne mano ne pour ascura, poi	
KNOW ALL MEN BY THE STATE IN THE PROPERTY OF T	SON and SADIE M. SAMSON,	g aproposition to appear and the second	
WHEREAS, the undersigned ARTHUR F. SAM	ne v pro sentual de la cilia de la cili	Hall of the second	
of the mention for the first husband and we have the property of the form of the property of the math of the form	nemeranti en	restances on the background inc-	
siding in the internation Klemath at reserv	martiner and the control of the cont	inty (nerein meaning Freemer &	
pietty described below is in Alaska), State of	a viaci Oregon ta stati in the language of the state of t	whose post office address	
Box 496, Chiloquin, Oregon 9	97624 States of America acti	og through the Farmers Home Admin-	
rein called Bollower, are (15) Justin	herein called the "Government," as	evidenced by a certain promissory	
equited by ter the console the Sugar Alone hash	June 30	19. 67. for the principal sum of	
te, herein called, the note, duted the property of the propert	0/100 Dollars (5,300.00 (31), with interest at	
gs (rote: beside thinking with the persons of the	/ 5 %) per annum executed by Bo	rower and payable to the order of the	
e rate of <u>P. LVB</u> percent	en freger ist verk oppdesse in meg-ety state ist kepte freger in	une 30, 1987	
overnment in installments as specified therein, to	ndebtedness at the option of the Gove	rnment upon any default by Borrower;	
nd LU ti Ville i a la company i a c		A thoroin made with the purpose and	
tontian that the Covernment at any time, may	I I I I I I I I I I I I I I I I I I I	[24] [4] [4] [4] [4] [4] [4] [4] [4] [4] [
WHEREAS, when payment of the note is insure	ed by the Government, it may be decre	itt overste and deliver to the insured	
WHEREAS, when payment of the note is insure	of by the Government die Government	fully as to principal and interest; and	
ender along with the note an insurance endorser WHEREAS, when payment of the note is insur- set forth in the insurance endorsement may be	ed by the Government, the Government entitled to a specified portion of the	interest payments on the note, to be	
legionated the "annual charge", and		will forces his rights and remedies	
against Borrower and any others in connection "	the second will a	esion the note to the Government, and	
WLIEDEAS it is the purpose and intent of the	is instrument dia., dia., 5	:	
shall secure payment of the note, but when the	the bank and such debt	shall constitute an indemnity mortgage	
to secure the Government against toss under its.		to to hold by the Government, or in the	
amont the Covernment should assign uns insula	mont, manager and	(b) at all times when the note is	
Late his an incurred lender. To secure performance	O. O. DO	and (a) in any event and at all times	
to cocure the prompt payment of all duvances		ata as in one enonlementary agreement.	
cribed, and the performance of every covenant an Borrower does hereby grant, bargain, sell, co	nvey, mortgage, and assign with gen		
following property situated in the County(ies) of		State of	
Oregon :	Lots 4 and 5 Block 3 WEST	/IIIIndorm.	
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		FHA 427-1 Oreg. (Rev. 6-22-66)	



FHA 427-1 Occg. (Rev. 6-23-60) Lots 4 and 5 Block 3 WEST CHILOQUIM. OLCROU Finglet the "secret characters of the inserver of sequence, of the sequence of the transfer of the enterior of the inserver of sequence of the inserver of sequence in the conserver of sequence in the conserver of the sequence in the sequence of the sequence of the inserver of the sequence of the sequence of the inserver of the sequence of the inserver of the sequence of the seque following property eitherfied in the Constr(ies) of Klamath MHEREV. I continue approximate the state of together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and properly in the rents of profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or profits thereof and revenues and income therefrom, all improvements and water stock pertaining thereto, and all payments at any reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereof, and all payments at any reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereof, and all payments at any reasonably necessary to the use thereof or interest time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple. TO HAVE AND TO HOLD the 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 the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly/when due any indebtedness to the Government hereby secured and to indemnity and save harmless (1) To pay promptly/when due any indebtedness to the Government hereby secured and to indemnity and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times, when the note is included by an insurance diender. Borrower-shall continue to make payments or the Government, as collection agent for the holder. as collection agent for the holder.

(2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note and insurthe amount of any annual charge, may be paid by the Government to the holder of the note as provided in the note and insurtance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government for by the insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government. (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the note rate until paid to the Government. note rate until paid to the Government. If the standard in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in this instrument, with interest, shall be secured hereby. No such advance by the Government without demand at the place designated in this not and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines. (6) To use the loan evidenced by the note solely for purposes authorized by the Government. (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments. (3) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government. arexos 🌘 (en 1 = 1:11 / =

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(9) To maintain improvements in good repair and make repairs required by the Government; operate the 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 to abundon the 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.

(10) If this instrument is given for a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally to operate the property with his own and his family labor as a farm and for no other purpose, and not to lease the property or any part of it, unless the Government consents in writing to some other method of operation or to a lease; or, if this instrument is given for a "Section 502 Rural Housing" loan on a "nonfarm tract," as identified in said regulations, all or any of the property constructed, improved, or purchased with the loan will be personally occupied and used by Bertower and not rented or leased, unless the Government gives written consent otherwise.

(11) To comply with all laws, ordinances, and regulations affecting the property.

(12) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note or any supplemenand priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note or any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(13) Neither the 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. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and extincted to the power to grant consents, partial releases, subordinations, and extincted to the power to grant consents, partial releases, subordinations, and extincted to the power to grant consents, partial releases, subordinations, and extincted to the power to grant consents.

and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(14) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(15) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any

indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority, hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit (10) It at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

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

constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government 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 or rent the 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 the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law. herein or by present or future law. in exempore yr put action of the companies of the contraction of the c

herein or by present or luture law. 19 (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and tall indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance; to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the courchase optice by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(20) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, and to the extent permitted by law, Borrower hereby relinquishes, waives, and conveys all rights, inchaate or consummate, or 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 the property lies; and also the right of possession of the property during the period of redemption.

possession of the property during the period of redemption.

(21) 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.

guiations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and 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 97205, and in the case of Borrower to him at his post office

equitives the hand (s) of Borrower the day and year first above written. price 3 uses Debathant of Accompany as a close to their is the factor of the factor of significant and a color to their is the factor of t	
(5) In a comparate of the decision of the deci	
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We have the first and the control of	
STATE OF OREGON; COUNTY OF KLAMATH; ss: Filed for record at request of Oregon Little Insurance Co.	
this 30 day of June A. D. 1967 1:51 o'clock M., and duly recorded in Vol. M-67, of Mortgages on Page 1945 DONOTHY ROCERS, County Clerk Fee \$6.00 By Ames Man	A CONTROL OF THE PARTY OF THE P