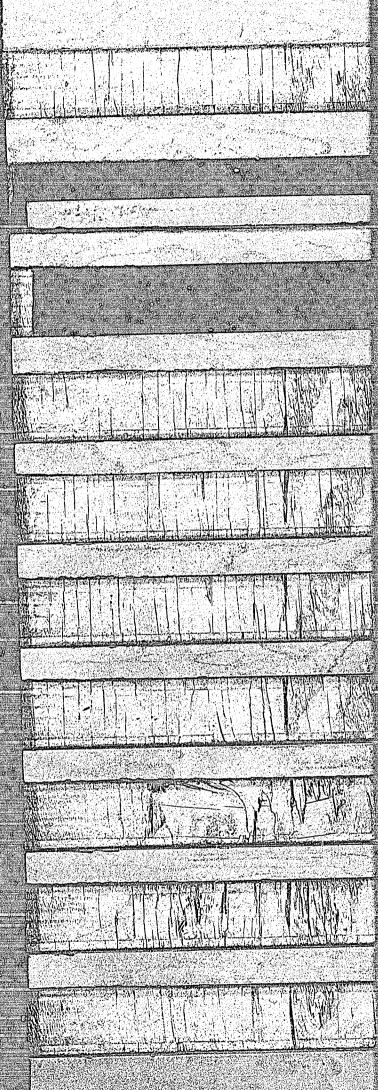
P. 20342 A-18831 USDA-FHA Form FHA 427-1 Oreg. (Rev. 6-22-66) (III. broker REAL ESTATE MORTGAGE, FOR OREGON AND ALASKA WOL. M6 PAGE

(1) 19 28 Apolicia (II. 19 57) [II. (INSURED LOANS, TO INDIVIDUALS)] usenust processor and state of the entitle (INSURED LOANS, TO INDIVIDUALS) as a grant part (1) Lo bed some for set the entitle politic state of the subsection of the set that the set the set that the set the set that the set t the construction of the second property of th WHEREAS, the undersigned ( EDMIN K. VIEIRA and BONNIE B. VIEIRA, also known as The transfer of the Bonnie Vicirs, Imshand and VICIs, Imshand and VICI nearning the rest of the note of dated the rebruary 16 to the principal sum of note; herein called "the note," dated the rebruary 16 to the principal sum of FORTY ONE THOUSAND HINE HUNDRED AND RD/100 - - - Dollars (SL1, 900.00 ...), with interest at the reaction of the property of the state of the control of the co percent (...5...%) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and Little (1...) The note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and whereas; the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder whereas a loan to the insured lender; and whereas a loan to the note is insured by the Government the Consolidated and whereas a loan to the note is insured by the Government the Consolidated and whereas a loan to the note is insured by the Government the Consolidated and whereas a loan to the note is insured by the Government the Consolidated and whereas a loan to the note is insured by the Government the Consolidated and whereas a loan to the note is insured by the Government the Consolidated and the loan to the loan to the note is insured by the Government the Consolidated and the loan to th t'the insured note, in turn, will be the insured lender, and
WHEREAS, when payment of the note is insured by the Government the Government will execute and deliver to the insured
index along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and designated the annual charge; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and benefits of such insurance in lieu thereot, and upon the Government's request will assign the note to the Government; and WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government; or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage PARCEL 1: Lots 19, 20, 21, 22, 27, 28, 29 and 30, section LaHV433410 (Ges. 186-35) for and Fastern Rallway, containing 150.73 acres, more or less of the California (PARCEL 2: Lots 18, 23, 25 and 31, section La, township 36 south, range II E.W.M. PARCEL 3: NW. NET section 23, township 36 south, range II E.W.M. State of the California (Including the beight section 23, township 36 south, range II E.W.M. State of the Residual section M. township 36 south, range II E.W.M. State of the California (Including the beight section 23, township 36 south, range II E.W.M. State of the Bonds and the section 23, township 36 south, range II E.W.M. State of the Residual section of the beight section and the second the beight section and the second the bombt bankent of all seconds and second the constitute and section the second the bombt bankent of all seconds and second the second second the second sec to secure the Government against loss under its insurance endorsement by reason of any default by Borrower;



PARCEL 1: Lots 19, 20, 21, 22, 27, 28, 29 and 30, section 11, township 36 south, Tange 11 E.W.M., saving and excepting the section 11, township 36 south, range 11 E.W.M., saving and excepting therefrom the right of way of the California and Eastern Railway, containing 158.73 acres, more or less. PARCEL 2: Lots 18, 23, 26 and 31, section 14, township 36 south, range 11 E.W.M. PARCEL 3: NW1 NET esotion 23, township 36 south, range IB E.W.H.

PARCEL 3: NW1 NET esotion 23, township 36 south, range IB E.W.H.

PARCEL 1: E Sit SW1 section 21; township 36 south; range IB E.W.H.

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PARCEL 1: E Sit SW1 section 21; township 36 south; range III E.W.H. SUBJECT TO: 1. Hortgage to The Federal Land Bank of Spokane recorded in orest us consumer and volume 219 of Mortgages at page 614. (On Parcels 2, 3 and 4.) shall recure growers of the gold, but gives the note to being the instance recommendation of the gold, but gives the note to being the more produced of the gold, but gives the note of the note or attack to the delta evidences that eds, but os to the note or attack to the delta evidences that eds, but os to the note of the Government regular loss enter the teachers of the note of the Government regular loss enter the teachers of the note of the fact that the first of the note of the fact that the fact NOTE: This mortgage is being rerecorded to correct the description. FURREAS, a contribute of increasing of inspection of the last rate of the third the points will ideal all in against a manufactures. Our rate beauty of the inspections are instantial to be inspected to be additional in the distribution of the rate of the inspection of the inspectio FRERIAS: extensionment of the point in instinct by the Gavennesing this Gavennesia by topogram with inequality deflection to the properties and provide many or entitled to a specified parties of the antiques between the neit, to be defined the framework forecasts of the neit, to be defined the framework forecasts of the neit, to be textication the "nanimal charge"; and AIREREA, when payment of instance to instance by the Covernment the Covernment will execute and deliver to the testing tender along with the note in an include characteristic payment of the note fully to degree processes and deliver the testing the payment of the note fully to degree the testing that the new testing the following the fo 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 profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, alliwater, water rights, and water stock pertaining thereto, and all payments at any tensionably necessary to the use thereof, alliwater, water rights, and water stock pertaining thereto, and all payments at any tensional to Boirower 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 warrants. THE TITLE to the 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, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, Encumbrances, easements, property to the Government against all lawful claims and demands whatsoever except any liens, except and the government against all lawful claims and demands whatsoever except any liens, except and the government against all lawful claims and demands whatsoever except any liens, except and the government against all lawful claims and demands whatsoever except any liens, except and liens are considered to the government and liens are considere (1) To pay promptly which due any indebtedness to the Government hereby secured and to indemnify 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 tings when the note is need by an insurance of payment of the note by reason of the note is need by an insurance of payment of the note by reason of any default by Borrower. At all tings when the note is need by an insurance is not the note in the note is need to the note is need to the note in the note in the note. as collection agent for the holder.

(2) To pay to the Government any initial teas 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 insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by ance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by an the Government or Brait is the lender, any amount due and unpaid under the terms of the note, whether it is held by an endorsement or Brait is the account of Borrower. Any advance by the Government as described in this paragraph shall 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 that from the date of payment to the Whether or not the note is insured by the Government, the Covernment 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. While Alexander the property of (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without Idemand at the black Clester in the note and shall be seed in the source. by Borrower to the Government without idemand at the place resignated in the note and shall relieve Borrower from breach of his covernant 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. (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government. ARDYTERY 20342 16231-61

(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 abandon the property, or cause or permit waste, lessening or impairment ernment from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment ernment from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, or the security covered hereby or the gravely covered he oil, gas, coal, or other minerals except as may pernecessary for orannary comparison 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; of, if this instrument is given for a "Section 502 Rural Housing" loan on a "nonfarm tract," as identified in said regulations, of, if this instrument is given for a "Section 502 Rural Housing" loan on a "nonfarm tract," as identified and used by Bereived and Bereived and Bereived and Bereived Bere or, it this instrument is given for a "Section 502 kural Housing" loan on a "nontarm 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 Borrower 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 supplementary agreement, (whether before or after default), including but not limited to costs of evidence of title to and survey of the tary agreement, (whether before or after default), including but not limited to costs of evidence of title to and survey of the tary agreement, (whether before or after default), including but not limited to costs of evidence of title to and survey of the tary agreement, (whether before or after default), including but not increasing the property.

(13) Neither, the property not any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, (13) Neither, the property not any portion thereof or interest therein shall have the sole and exclusive voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgage hereunder, including but not limited to the power to grant consents, partial releases, subordinations, rights as mortgage hereunder, including but not limited to the power to grant consents, partial releases, subordinations, 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 (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. 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 eyidenced by the note or any hidebtediages to the Government may extend and defer the maturity of and renew and reamortize the debt eyidenced by the note or any (15) The Government may extend and deter the maturity of and renew and reamortize the debt eyidenced 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 portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the 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 secured hereby. coured hereby.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit (16) If 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 purposed 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 by the Government and executed or assumed by Borrower, and default under any such other security instrument shall 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 ment for the benefit of creditors, the Government hereby secured immediately due and payable; (b) for the 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 of maintenance of and take possession of, operate or rent account of Borrower incur and pay reasonable expenses for repair of maintenance of and take possession of, operate or rent account of Borrower incur and pay reasonable expenses for repair of this instrument, without other evidence and without notice of 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, hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, hearing of said application, have a receiver appointed for the property. (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other tights and remedies provided herein or by present or future law. The provided 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 hote and administrations to the Government secured hereby, (d) inferior liens of record so paid, (e) at the Government's option, any other indebtedness of Borrower owing required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of all or any part of the ordinated by the flower ment, and (f) any chalance to Borrower. Approach by the Government's share of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government, in the order purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order purchase price by Crediting such amount on any debts of Borrower owing to or insured by the Government, in the order purchase price by Crediting such amount on any debts of Borrower owing to or insured by the Government. prescribed above. 1 3 marth.

(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, inchoate 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.

(21) This instrument shall be subject to the appearance of the property during the period of redemption. cossession 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 everest provisions bessel guiations not inconsistent with the express provisions nereof.

(22) Notices given hereunder shall be sent by certified mail Canada the control of the contr regulations not inconsistent with the express provisions hereof. until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration of United States Department of Agriculture, at Portland, Oregon 97205, and in the case of Borrower to him at his post office address stated above 1953 to 1964 and 2004 a

1238 the WITNESS the hand (s) of Borrower the day and year first above written.

(Instant places where the day of the property of t wiTNESS the hand(s) of Borrower the day and year first above written. Con this at a control of the second of the s and acknowledged the foregoing instrument to be their voluntary act and deed. Before mo:

(i) (necessary the particular as being a decoder of the particular and particular and particular and act and deed. Before mo:

(ii) (necessary the particular and the particular and parti and qualified, this day personally appeared in the place above named The state of the s this 16° day of each February A. D. 1968 at Cocleck P.M.; and the day of the first of the first

