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USDA-FHA  
Form FHA 427-1 OR  
(Rev. 7-1-73)

REAL ESTATE MORTGAGE FOR OREGON

Vol. 15 Page 5874  
APR 2 1975

28-8616

KNOW ALL MEN BY THESE PRESENTS, Dated APRIL 2, 1975

WHEREAS, the undersigned LESTER J. HINTON and PAULA S. HINTON, husband and wife

residing in KLAMATH County, Oregon, whose post office address is

ROUTE 3, BOX 259A, Klamath Falls, Oregon 97601

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
April 2, 1975	\$38,300.00	5%	April 2, 2015

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE DUE DATE OF  
FINAL INSTALLMENT to APRIL 2, 2015 in LIEU OF APRIL 2, 2016  
AS ORIGINALLY SET OUT.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And 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 holder, 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 to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) 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 payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government

the following property situated in the State of Oregon, County(ies) of KLAMATH



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, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, 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, 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.

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 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 times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(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 rate borne by the note which has the highest interest rate.

(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 demand at the place designated in the latest note 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 purpose authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

THE FOLLOWING described real property in Klamath County, Oregon:

PARCEL 1

The E $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 4, Township 40 South, Range 8 East of the Willamette Meridian, EXCEPT that portion deeded in Book M-71 at page 8692, Microfilm Records, recorded August 18, 1971.

PARCEL 2

A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the West right of way line of the County Road, said point being South a distance of 2794 feet and West a distance of 30 feet from the Northeast corner of said Section 4 (said section corner being located by the intersection of the County Road and fence lines extending East and West); thence Westerly at right angles to the East line of said Section 4 a distance of 208.71 feet; thence Southerly parallel with the East line of said Section 4 a distance of 208.71 feet; thence Easterly at right angles to the East line of said Section 4 a distance of 208.71 feet to the West line of said Section 4.



[illegible]

(I) To pay promptly when due under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

times when the note is held by an individual, the Government shall pay to the Government such fees and other charges as may now or hereafter be prescribed by the Administration.

[illegible]

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable to the Government without demand at the place designated in the latest note and shall be secured hereby. No 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 purpose authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

Witness my hand and seal of office this 14th day of May, 1934, at Klamath County, Oregon:

The following described real property in Klamath County, Oregon:

**PARCEL 1**

PARCEL 1  
The ~~E1/4~~ and ~~SE1/4~~ of Section 4, Township 40 South, Range 8 East of the Willamette Meridian, EXCEPT that portion deeded in Book M-71 at page 8692, Microfilm Records, recorded August 18, 1971.

**PARCEL 2**

PARCEL 2

A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

described as follows:

Beginning at a point on the West right of way line of the County Road, said point being South a distance of 2794 feet and West a distance of 30 feet from the Northeast corner of said Section 4 (said section corner being located by the intersection of the County Road and fence lines extending East and West); thence Westerly at right angles to the East line of said Section 4 a distance of 208.71 feet; thence Southerly parallel with the East line of said Section 4 a distance of 208.71 feet; thence Easterly at right angles to the East line of said Section 4 a distance of 208.71 feet to the West right of way line of the County Road; thence Northerly along said line a distance of 208.71 feet to the point of beginning.

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**SUBJECT TO:**

- SUBJECT TO:
1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Keno Irrigation District.
  2. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
  3. Reservations, as set out in that certain deed from Beulah Kerns Ray and Henry H. Ray to Charles Sandusky and June Sandusky, husband and wife, dated July 7, 1954, recorded July 7, 1954 in Book 267 at page 642, Deed Records of Klamath County, Oregon to wit: "together with a nonexclusive easement to take irrigation water from the Klamath River through the presently existing irrigation ditch across the grantors several premises for so long as the grantees, their heirs and assigns

shall promptly pay their pro rata share of the cost of improving, maintaining, repairing, replacing and cleaning said ditch and its pipes and headgates, said cost to be apportioned on the basis of acreage irrigated by said ditch, and easement to be subordinate to the right of grantors, their heirs and assigns to use said irrigation system to irrigate the lands now served by it, together with an easement 8 feet wide for a "toe" ditch running parallel to and immediately adjacent to said irrigation ditch for so long as grantees, their heirs or assigns keep up and maintain said ditch."

4. Release of damages caused by regulation and/or control of the raising and lowering of the level of the waters of Upper Klamath Lake and/or Klamath River, including the terms and provisions thereof, executed by Keno Irrigation District, et al., to California-Oregon Power Company, et al., dated May 31, 1930, recorded January 15, 1932 in Book 96 at page 580, Deed Records of Klamath County, Oregon, and May 31, 1930, recorded January 25, 1932 in Book 96 at page 581.

May 31, 1930, recorded January 25, 1932 in Book 9% at page