19704       Years Years         Properties       Propering         29705       RELEBENT ROMANCE OF OR OPENAL         297070       DELEMENT ROMANCE OF OPENAL         297070 </th <th></th> <th>Х </th> <th></th> <th></th> <th></th> <th></th>		Х 				
USDA-FnillA         Form Fnill A 27:1 0R         REAL ESTATE MORTGAGE FOR OREGON         SY-//0.87         THIS MORTGAGE is made and entered into by         MANNE'L. FAHSHOLTZ AND JUDITH         FAHSHOLTZ, HUSBAND AND WIFE         FAHSHOLTZ, HUSBAND AND WIFE         FAHSHOLTZ, HUSBAND AND WIFE         Frenching in       KLAMATH         County Oregon, 97623         The address is R.T. 1, BOX 69, C, BONANZA,       Oregon, 97623         There address is R.T. 1, BOX 69, C, BONANZA,       Oregon, 97623         There address is R.T. 1, BOX 69, C, BONANZA,       Oregon, 97623         There address is R.T. 1, BOX 69, C, BONANZA,       Oregon, 97623         There address is R.T. 1, BOX 59, C, BONANZA,       Oregon, 97623         There address is colorable to the United States of America, acting through the Farmes Hone Address more of the promotion of the context in the interim following address of the promotion of the context in the interim following address of the promotion of the context in the interim following address of the promotion of the context in the interim following address of the promotion of the context in the interim following address of the promotion of the context in the interim following address of the interim following address of the interim following address of the promotion of the context in the interim following address of the interim following address of the interim following address of the promotion of the context in the interim following address of the promoting address of the address of the promotion of		1724			12038	1 - 120
3Y-11050         THIS MORTGAGE is made and entered into by		USDA-FmHA		哈曼英语 网络哈拉马拉德马拉	Page	
THIS MORTGACE is made and entered into byWAYNE'L'S. FAHSHOLTZ. AND_JUDITH		18-11150			ana dan jiran sa karang ng barang ng bar Barang ng barang ng b Barang ng barang ng ba	
residing in	1 1	THIS MORTGAGE is made			AND JUDITH	
address is <u>RT. 1. 1. BOX 68 C. BONANZA,</u>		FAHSHOLTZ, HUSBA	والمتحد ومراجع فيهمنا أأحمد والعور			
Heren called "Borrower," and:       MIEREAS Borrower is indebted to the United States of America, acting through the Famers Home Administration, third States Department of Agriculture, herein called the "Government," as evidenced by one or hire provisions or note provision of the covernment upon any default by borrower, and is described as follows:         Image: State Department of Agriculture, herein called the "Government," as evidenced by the or note to the odder of the Government upon any default by borrower, and is described as follows:       Annual Rate       Due Date of Find         Image: Date of Instrument       Principal Amount       of Interest       Due Date of Find         Image: Date of Instrument       Principal Amount       of Interest       Due Date of Find         Image: Date of Instrument       Principal Amount       of Interest       Due Date of Find         Image: Date of Instrument       Principal Amount       Annual Rate       Due Date of Find         Image: Date of Instrument       Image: Date of Instrument the rest of the Instrument Ade Instrument Add InstrumentAdd Instreste Add Instrument Add Instrument Add Instrume		residing in	KLAMATH	Col	unty, Oregon, whose post office	1 Car
WHEREAS Borrower is indebted to the United States of America, acting through the Framers Home Administration, United States Department of a reduced by one or more promissory note(s) or assumption agreement(s), herein called d "note," which has been executed by Borrower, is payable to the order of the Borrower, and is described as follows:         22       Date of Instrument       Principal Amount       of Interest       Due Date of Find         23       AUGUST 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         24       And the note evidences a loan to Borrower, and the Government, at any time, may asign the note and insure the payment thereof pursuant to the Consolidated Farm and Naral Development Act, or Till to with the note is held by the Government and the note is held by the Government on the cover the approxement of the note and insure the payment of the covernment and the instrument without insurance of the onte, this instrument shall be even the foots in the servet has covernment any and be an insure of houder, this instrument without insurance of the note, this instrument shall be covernment and and the instrument without insurance of the payment of the note cidenced thereby, but as to the note and such desi to all day on insured holder, this instrument, with instrument shall be covernment and and a state of the source by easo of any default by Borrower.         NOW THEREFORE, in consideration of the toands) and (a) at all times when the note is held by the Government, with instrument of the once, to searce performance of Borrower's agreement is on indent hild theres, as therein the east is day to reave the Government, with interest, as the east of the county and extendious cover, and extendious design this payment of the note and extendious finction and extendious cover, an		address is <u>RT. 1, BOX</u>	68 C, BONANZA,		, Oregon97.623,	
Date of Instrument       Principal Amount       of Interest       Installment         AUGUST 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 1976       \$50,000.00       5.0%       AUGUST 4 , 2016         August 4 , 2016       August 4 , 2016       August 4 , 2016       August 4 , 2016         August 4 , 2016       August 4 , 2016       August 4 , 2016		WHEREAS Borrower is ind United States Department of Ag or assumption agreement(s), he Government, authorizes acceler	riculture, herein called the "Gov rein called "note," which has be ation of the entire indebtednes	ernment, as evidenced by sen executed by Borrower s at the option of the Go	, is payable to the order of the vernment upon any default by	
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 parpose 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 apainst loss under its instrument without insurance of the note, this instrument shall secure payment of the note is noted bett evidenced thereby, but as to the note and such default by Borrower. NOW THEREFORE, in consideration of the tooles of the note of the note is held by the Government, and its instrument without insurance of the note, it all times when the note is held by an insured holder, this instrument should assign this instrument without insurance of the note is all times when the note is held by an insured holder, the site and therein, by at all times when the fore the note and its all times when the note is held by an insured holder, the instrument without insurance of the note, it all times when the note is held by an insured holder, this and grade therein, by at all times when the note is held by an insured holder, this instrument without insurance of the note, is ascure prompt payment of the note of every covenant and agreements contained herein of all times when the note is held by an insured holder, its insurance contract by reason of any default by Borrower. Now Thereas, as herinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplement of the source of every covenant and agreement of Borrower contained herein of all times when the four the performance of every covenant and agreement of Borrower contained herein of all times when the indice is as the performance of every covenant and agreement of Borrower contained herein (b) any sevent and at therein the advective and when the performance of every covenant and agreement of Borrower contained herein	5* 50 J	Date of Instrument	Principal Amount	A CONTRACTOR OF		
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 fovernment, or in the event the Government distall assign this instrument without insurance of the note or attach to the dote videnced thereby, but as to the note is held by the Government shull ascure payment of the note of attach to the dote videnced thereby, but as to the note and such defs to shall constitute an indemnity mortgage to secure the Government should assign this instrument without insurance of the note, to secure prompt note is held by an insured holder, to secure payment of the note and any recent and any agreements contained therein, (b) at all times when the foots of the note is insurance of any agreements contained therein, (b) at all times when the foots of such as the none 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, and it is insurance of any agreements contained therein, (b) at all times when the foots of such as the reinit to indemnity and same harmless the Government against loss under its insurance of any agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convy, mortgage, and assign with interest, as beering the property situated in the State of Oregon, County (ites) of <u>KLAMATH</u> The SE½SW½, and all that portion of the E½ lying Westerly of the Westerly right of way of the County Road in Section 19, Township 40 South, Range 14 East of the Willamette Meridian. The WhyNE¼ and the E½NW¼ of Section 30, Township 40 South, Range 14 East of the Willamette Meridian, EXCEPTING THEREFORM any portion of the above described parcels lying within the rights of way for ditches and		AUGUST 4 , 1976	\$50,000.00	5.0%	AUGUST 4, 2016	
		payment thereof pursuant to the And it is the purpose and i Government, or in the event the shall secure payment of the not of the note of attach to the debt to secure the Government agains NOW THEREFORE, in cor in the event the Government sh payment of the note and any re- note is held by an insured hold Government against loss under all times to secure the promp hereinafter described, and the p- mentary agreement, Borrower d Government the following propu- The SE <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>2</sub> , and all Westerly right of v South, Range 14 Eas The W <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>2</sub> and the 1 East of the Willame the above described	e Consolidated Farm and Rural I ntent of this instrument that, an e Government should assign this e; but when the note is held by evidenced thereby, but as to the t loss under its insurance contract sideration of the loan(s) and (a) ould assign this instrument with evals and extensions thereof and er, to secure performance of Borr its insurance contract by reason t payment of all advances and erformance of every covenant ar oes hereby grant, bargain, sell, co erty situated in the State of Orego that portion of the bay of the County Rast of the Willamette EZNWZ of Section 30 ette Meridian, EXCE i parcels lying with , of the Langell Va	bevelopment Act, of The mong other things, at all ti instrument without insura an insured holder, this ins note and such debt shall to by reason of any default b at all times when the note out insurance of the payme any agreements contained ower's agreement become on of any default by Borro expenditures made by th d agreement of Borrower c onvey, mortgage, and assig n, County (ies) of ne E <sup>1</sup> / <sub>2</sub> lying West ord in Section e Meridian. Township 40 Sec PTING THEREFROM hin the rights	we when the note is held by the noce of the note, this instrument trument shall not secure payment constitute an indemnity mortgage by Borrower: by Borrower: c is held by the Government, or ent of the note, to secure prompt therein, (b) at all times when the indemnity and same harmless the wer, and (c) in any event and at e Government, with interest, as ontained herein or in any supplen with general warranty unto the <b>KLAMATH</b> terly of the 19, Township 40 buth, Range 14 any portion of of way for District.	

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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, encur reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows: ances, easements

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless e 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.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

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

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(11) 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  $\sigma_A$  the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and 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.

(12) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, volutarily 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 satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) 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 perfo

(14) 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 affect-ing the lien or priority hereof, or the liability to the Government of Borrower or any other party for payment of the note or ndebtedness secured hereby.

(15) 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 purchased in a cooperative lending agency in connection with such loan.

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

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or 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) forcelose 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.

(18) 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 all 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 purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale; or (c) limiting the condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or (20) If any part of the foat for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(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 hereo

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(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 address stated above.

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this ------ day of ---

Wayne L. FAHSHOLTZ WAYNE L. FAHSHOLTZ Judith Jakaholtz SUDITH FAHSHOLTZ

Kathy R. mallams

Notary Public.

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AUGUST

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON COUNTY OF KLAMATH named WAYNE L. FAHSHOLTZ AND JUDITH FAHSHOLTZ,

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

(NOTORIAL SEAL

 STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the <u>4th</u> day of <u>AU.US</u>: <u>A.D., 19 76 at 3:45</u> o'clock <u>P</u> M., and duly recorded in Vol <u>M 76</u>, of <u>MORTGAGES</u> on Page. <u>12038</u>.

\$ 12.00 FEE

\_\_\_\_on Page\_ <u>12038</u>\_\_\_ WM. D. MILNE, County Clerk faril hand Deputy By\_

My Commission expires <u>6-13-80</u>