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Vol. 77 Page 10537

USDA-FmHA  
Form FmHA 427-1 OR  
(Rev. 12-2-75)

## REAL ESTATE MORTGAGE FOR OREGON

THIS MORTGAGE is made and entered into by JAMES L. RODGERS AND MARY RODGERS,

HUSBAND AND WIFE,

residing in KLAMATH County, Oregon, whose post office  
address is 6449 REDDING STREET, KLAMATH FALLS Oregon 97601

herein called "Borrower," and:

WHEREAS Borrower is 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 promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>JUNE 21, 1977</u>	<u>\$68,500.00</u>	<u>5.0%</u>	<u>JUNE 21, 2017</u>

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 keep 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

PARCEL 1:

All those portions of SE $\frac{1}{4}$ NW $\frac{1}{4}$  and N $\frac{1}{4}$ SW $\frac{1}{4}$  in Section 30, Township 39 South, Range 10 East of the Willamette Meridian, lying Southeasterly of the U.S.R.S. "C" Canal and Southwesterly of the U.S.R.S. "C-G" Cutoff Channel.

PARCEL 2

All of SE $\frac{1}{4}$  of Section 30, Township 39 South, Range 10 East of the Willamette Meridian, lying Southwesterly of the U.S.R.S. "C-G" Cutoff Channel and North of the Northerly right of way boundary of the Lost River Diversion Canal as presently enlarged.

continued.....

PARCEL 3

All of S $\frac{1}{2}$ SW $\frac{1}{4}$  lying Easterly of the Great Northern Railroad right of way and North of the Northerly right of way boundary of the Lost River Diversion Canal as presently enlarged, in Section 30, Township 39 South, Range 10 East of the Willamette Meridian.

PARCEL 4

All that portion of SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 30, Township 39 South, Range 10 East of the Willamette Meridian, lying Northwesterly of the U.S.R.S. "C" Canal and Southwesterly of the Great Northern Railroad right of way, but excepting highway right of way deeded to State of Oregon by Deed Book 133 at page 476.

PARCEL 5

Lot 2 in Block 2, Tract No. 1007, WINCHESTER, Klamath County, Oregon.

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.

- (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.
- (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 or 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 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, 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 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 performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note and its indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the priority hereof or the liability to the Government of Borrower or any other party for payment of the note or interest thereon.

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



169  
(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 21ST day of JUNE, 19 77

*James L. Rodgers*  
JAMES L. RODGERS

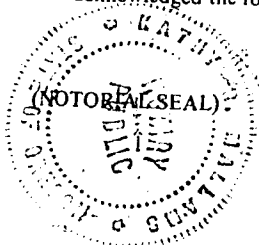
*Mary A. Rodgers*  
MARY A. RODGERS

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss:

On this 21ST day of JUNE, 19 77, personally appeared the above-named JAMES L. RODGERS AND MARY A. RODGERS

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



*Kathy R. Mallams*  
KATHY R. MALLAMS Notary Public.

My Commission expires 6/13/80

STATE OF OREGON; COUNTY OF KLAMATH; ss. V

I hereby certify that the within instrument was received and filed for record on the 21st day of June A.D., 19 77 at 3:29 o'clock P M., and duly recorded in Vol M77, of MORTGAGES on Page 10917.

FEE \$ 12.00

WM. D. MILNE, County Clerk

By *Hazel Drayton* Deputy