

By Samantha W. Gilch Deputy

USDA-FMHA
Form FMHA 427, for
(Rev. 12-2-75)

Position 5

Vol: 78 Page 5773

REAL ESTATE MORTGAGE FOR OREGON

THIS MORTGAGE is made and entered into by, FRANCES O'CONNER ENTERPRISES, INC., **and** **D. K. LAND & CATTLE CO., an OREGON CORPORATION.**

(2) VJ 9/15/66 re: the continuing investigation of the informant's activities since 1951 and 1952 as reported previously. The informant is residing in KUALA LUMPUR where he is presently working.

County Oregon, whose post office
address is: **RT. 1 BOX 368, KAMATH FALLS,**

_____ Oregon _____

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration or assumption agreement(s), herein called the "Government," as evidenced by one or more promissory note(s) Government authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower and its authorized the following:

| (1) Date of Instrument | (2) Principal Amount/ENVI/IS JV of Interest | (3) Annual Rate | (4) Due Date of Final |
|-------------------------------|--|------------------------|------------------------------|
| | | | |

3/27/1978 63,670.00 3.0% 3/27/1985

And the note evidences a loan to Borrower, and the Government at any time may assign the note and insure the

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 "name 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

See attached "Exhibit A"

- (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 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 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 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.
- (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 (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a 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 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 hereof.

conditions 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 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.

(24) If the date of the term for which the instrument is made shall be used to enforce the business continuation of the business of the borrower and the date of the business of the borrower shall be used to enforce the business of the borrower, the date of the business of the borrower shall be used to enforce the business of the borrower.

(25) If the date of the business of the borrower shall be used to enforce the business of the borrower, the date of the business of the borrower shall be used to enforce the business of the borrower.

WITNESS the hand(s) of Borrower this 27th day of March, 1978

Return to Farmers Home Administration, P.O. Box 1328, K. Falls, Oregon

FRANCES O'CONNER ENTERPRISES, INC., dba O. K. LAND & CATTLE CO., an OREGON CORPORATION

By: James B. O'Conner

U.S. SHOULD DELIVER occur in the performance of the business of the borrower

ACKNOWLEDGMENT FOR OREGON

State of Oregon)
County of Klamath)
March 27, 1978

Personally appeared James B. O'Conner who, being duly sworn, did say that he is the president of Frances O'Conner Enterprises, Inc., dba O. K. Land & Cattle Co., an Oregon Corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said instrument is its voluntary act and deed.

Before Me:

[Signature]

Notary Public for Oregon

My commission expires 8-5-79

(26) If the date of the business of the borrower shall be used to enforce the business of the borrower, the date of the business of the borrower shall be used to enforce the business of the borrower.

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PARCEL 1:

Township 40 South, Range 9 East of the Willamette Meridian

Section 16: SW $\frac{1}{4}$

Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL 2:

Township 40 South, Range 9 East of the Willamette Meridian

Section 13: SW $\frac{1}{4}$

Section 14: SE $\frac{1}{4}$, the SW $\frac{1}{4}$, all that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying Westerly of the County Road. The S $\frac{1}{2}$ NW $\frac{1}{4}$, LESS portions thereof conveyed to the United States of America by deeds recorded in Deed Volume 99 page 184 and in Volume 105 page 261.

Section 15: SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, All that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and of the S $\frac{1}{2}$ NW $\frac{1}{4}$ described as follows: Beginning at the corner common to Sections 9, 10, 15 and 16; thence East 183 feet; thence South 38°43' West 25 feet; thence South 7°30' West 370 feet; thence South 20°00' West 385 feet; thence South 33°15' East 425 feet; thence South 12°00' East 435 feet; thence South 56°30' East 350 feet; thence South 43°20' East 290 feet; thence South 18°30' East 300 feet; thence South 27°45' East 250 feet; thence South 80°00' East 190 feet; thence North 76°30' East 520 feet; thence South 76°00' East 345 feet; thence South 89°00' East 490 feet; thence South 65°30' East 30 feet; thence South to the Southeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15; thence West along the South line of said NW $\frac{1}{4}$ of said Section 15, to the quarter corner common to Sections 15 and 16; thence North along the Section line to the point of beginning.

Section 16: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, and the SE $\frac{1}{4}$

Section 22: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 23: E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 40 South, Range 9 East of the Willamette Meridian Portion Section 36 Township 40 South, Range 10 East of the Willamette Meridian Portion Sections 31 and 32 Township 41 South, Range 10 East of the Willamette Meridian Portion Sections 5, 6, 7 and 8; described as follows:

Commencing at the Northwest corner of Section 7, Township 41 South, Range 10 East of the Willamette Meridian, thence South, 2,349.63 feet; thence East 588.53 feet to a 5/8 inch iron pin on the Northerly boundary of Lower Lake Road for the true point of beginning; thence North 32°57'50" East, 626.60 feet; thence North 30°37'40" East, 583.76 feet; thence North 2°06'10" West, 272.55 feet; thence North 26°53'30" West, 795.90 feet; thence North 00°59'20" West, 483.48 feet; thence North 30°49'50" East, 1,493.24 feet; thence North 8°30'40" West, 1245.85 feet; thence North 26°12'20" West, 5,063.29 feet; thence North 9°33'50" East, 881.61 feet; thence North 17°30'30" East, 240.44 feet; thence North 20°16'20" East, 245.73 feet; thence North 36°44'20" East a distance of 920 feet, more or less, to a point on the North boundary of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31. Township 40 South, Range 10 East of the Willamette Meridian; thence East along said line and the North line of the S $\frac{1}{2}$ NW $\frac{1}{4}$ to the East line of Section 31; thence South along said East line to the East-West centerline of Section 32; thence East along said line to the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South along the North-South centerline of the SW $\frac{1}{4}$ of Section 32 and the W $\frac{1}{2}$ of Section 5, Township 41 South, Range 10 East of the Willamette Meridian, and the NE $\frac{1}{4}$ of Section 8, Township 41 South, Range 10 East of the Willamette Meridian, to the East-West centerline of Section 8; thence West along said centerline to the East line of Section 7, Township 41 South, Range 10 East of the Willamette Meridian; thence South along said line to the North right of way line of the Lower Klamath Lake Road; thence Northwest along said North line to the point of beginning. SAVE AND EXCEPT from the above described