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BOILDORD for himself, his heirs, executors, administrators, successors and assigns. WARRANTS THE TITLE in the property section of the second statements and the second statements and hears, executors and covernor whatsook another any hears, exemples and covernor of any part thereof or interest therein all of which are herein called "the property" or carpeting purchas go and drowing the county berowinds, all water, water rights, and water, were rectaining thereto, and all payments at any time own to be borneaverby virtue of any sale; lease, transfer, conveyance, or a indomination reasonably necessary to the use thereof, including but not limited to, ranges, refrigerators, clothes with the clothes divers profits thereof and revenues and income therefrom, all improvements and personal property now are later and ic Serpted the mote widences wice was bur 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 same harmless the Government against less under its insurence contract by reason of any default by Borrower, and (c) in any event and at hereinafter described, and this performance of all inference and expenditures made by the Government, with interest, as hereinafter described, and this 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 groperty situated in the State of Oregon, County (165) of LLAMATI

The of Incident 15 Township 39 South, Range 11 East of the Willamotte

IND EXCEPTING Beginning at a point on the North line of said Section 15 by a point 531 fact West of the Northeast corner thereof; thence West along Haid North line to the Northwest corner of the NEWNER of said section; heath along the West line of said NEWNER a distance of 185 feet with the said parallel to the North line of said section a distance 185 feet 185 feet, more or less, to a point on the West line of parcel conveyed 185 fiver Camptary Association, Inc., by deed Vol. 236, page 572, thence locally the Nest line of said parcel to the point of beginning.

PATRICLE AND EXCEPTING from the above described parcel that portion leading 15 conveyed to lost River Camstary Association, Inc., by deed recorded leading 16, 1149, in Deed Volume 236 page 572, records of Klamath County,

1944221 2:

The court of the tasts 7. I said 9 lying Southwesterly of the Romanza-Lorella 12 lines, all in Riverside Tracts in Sections 11 and 14 Township 39 lines are of the Willamette Meridian, according to the official Cragon.

The SWISW's of Section 11 lying Southwesterly of the Bonanza-Lorella County Rosa in Township 39 South, Range 11 East of the Willamette Meridian.

1150 that portion of the SPASSA of Secrion 14 Township 39 South, Range 11 Fest of the Willemette Maridian, described as follows: Beginning a Beginning at

is the Past line of the SMISSK of Section 11 Tep. 39 S.R. 11. B. B. B., And the North Line of the Bonanza-Lorella County Road; thence North to the Bonanza Line of 193 feet; thence North to the Bonanza Line of Swissen; thence South along said East line to the point of beginning.

PICESTING from the SWASWA of Section 11 Township 39 South, Range 11 East of the Willamette Maridian the following: Beginning at a point on the Bouth line of the Bonanza-Lorella County Road which is 742 feet East along said line from the West line of the SWESWE of Section 11 Tip. 39 S.R. 11 E.W.M.; thence continuing East along said line a distanue of 448 feet; thence South 140 feet; thence West 448 feet, more or less, to a point due South of the point of beginning; thence Morth lib feet, more or less, to the point of beginning.

stion of the asiati and reignt lying Southwesterly of the Bosanza-The portion of the SEMEN and NEWEN lying Southwesterly of the Bonanz Liming Roundy Road and all of the SEMEN, NEWEN, SAMEN and St of Benthin 14 Township 39 South, Range 11 East of the Willsmette Meridian. Exception the East 1200 feet of the South 330 feet of the SEMSEN.

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payment thereof pressons to the Coasolidated feater and Rinar Development A together with all rights, interests, essements, hereditaments and apputtenances theretinto 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, reasonably increasily to the use thereof, including, our not mainted to, ranges, rotting rathers, crothes washers, crothes dryers, or carpeting purchased or financed in whether in passes in the country 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:

B(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 dis insurance of payment of the note by reason of any default by Borrower. At all times when the more is held by an insured holder, Bostower shall continue to make payments on the note to the Governinche ex collection vant une the postentime, herein called the "Government," as avidances by one a re-

(2) IT was to the Government such fees and other charges as may now or hereafter be required by regulations of the Farresquisione Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, segata, incurance 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 berein 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 advances, by the Government shall resistive Borrower from breach of his coverant to pay. Such advances, with interest, such advances, with interest, shall be repaid from the first available collections received from Borrower Otherwise, any payment made by Borrower may 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.

(5.77) 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 secessary to the use of the test property described above, and promptly deliver to the Government without demand receipts evidencing may payments. res

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

To maintain improvements in good repair and make repairs required by the Government; operate the property in a ( by the Government. good and husbandinamike 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 any and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of devertising, 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 morigagee 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 deter 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 ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or ing the lien or priority hereof or the liability to the Government of Borrower or any other payment of the note or ing the lien or priority hereof or the liability to the government of the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the liability to the lien or priority hereof or the lia (indebtedness secused hereby.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production (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 credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and credit association, a Federal land bank, or other responsible cooperative lending agency in convection with such loan.

to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default junder any other real estate orierop 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 instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an instrument, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may insolvent, or make an assignment of under the note and any indebtedness to the Government hereby secured immediately (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately and the control of Borrower incur and pay reasonable expenses for repair or maintenance of and take (a) deciare 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.

rights and remedies provided herein or by present or tuture 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's option, any other indebtedness 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 of Borrower 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.

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, (19) norrower agrees that the Government will not be bound by any present of future laws, (a) providing to randation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the time within which such action may be brought, (c) prescribing any other statute of the property of the statute of the secondarions. 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.

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 location of the dwelling (herein called "the dwelling") and if Borrower intends to sell the lowering and his obtained the Covernment's consent to do so (a) helitier for rower nor anyone authorized to act for him will liftly receipt of a bona file offer, lefting to negotiate for the sale or reliable of the dwelling or will otherwise make for him will liftly receipt of a bona file offer, lefting to negotiate for the sale or religion, sex, or national origin, and (b) Borrower apparatiable or plany the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower apparatiable or plany the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower apparation in the dwelling relating to each to be desired with non-comply with or attempt to enforce any restrictive covenants on the dwelling relating to each color religion.

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regulations not inconsistent with the express provisions hereof.

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71.71 SHOULD DEFAULT occur in the performance of	MARY A. JOSSE
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