

U.S.A. FARMERS HOME ADMINISTRATION

THIS MORTGAGE is made and entered into by **REAL ESTATE MORTGAGE FOR OREGON**

(1) TO HIS THE JOHN CARPENTER JR. who is the owner of the property described in the foregoing instrument.

THIS MORTGAGE is made and entered into by **RICHARD C. TYLER and DONNA M. TYLER**

located and of the County of **CLATSOP** State of **OREGON**

(2) TO HIS THE JOHN CARPENTER JR. who is the owner of the property described in the foregoing instrument.

located in **CLATSOP** State of **OREGON**

address is **Box 1, 2nd, 1st, Klamath**

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 consolidation of the entire indebtedness at the option of the Government upon any default by

Borrower, and is described as follows:

(1) The amount of the loan is **\$35,000.00** Annual Rate of **5.0%** Due Date of Final Installment

**April 20, 1978** **April 20, 1988**

TO HAVE AND TO HOLD the above described property to the Government and its assigns forever in fee simple

of full and perfect title to the property of which the property is a part, to the Government and its assigns forever in fee simple

or to the Government or its assigns forever in fee simple, to the Government and its assigns forever in fee simple

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 supple-

mentary 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**

All of the following described real property situate in **Klamath County, Oregon:**

**PARCEL 1:**

**SE $\frac{1}{4}$  of Section 6, and the SE $\frac{1}{4}$  of Section 5, and all that portion of the NW $\frac{1}{4}$  of**

**Section 5, lying and being South of the Langell Valley Market Road running through**

**said Section, all being in Township 40 South, Range 13 East of the Willamette**

**Meridian, Klamath County, Oregon.**

**PARCEL 2:**

**The NE $\frac{1}{4}$  of Section 7, Township 40 South, Range 13 East of the Willamette Meridian,**

**Klamath County, Oregon.**

**EXCEPTING From the above described property portions conveyed to U.S.A. by Deed**

**Volume 63, page 449, and Deed Volume 61, page 282, records of Klamath County,**

**Oregon.**

**PARCEL 3:**

**A tract of land situated in the SE $\frac{1}{4}$  of Section 13, Township 39 South, Range 9 East**

**of the Willamette Meridian, Klamath County, Oregon, more particularly described as**

**follows:**

**Beginning at a 5/8" iron pin situated on the North right-of-way line of the County**

**Road known as Airway Avenue, said point being North 30.00 feet and East 1420.40**

**feet from the South one-quarter corner of said Section 13; thence North 210.00 feet**

**to a 5/8" iron pin; thence West parallel with the North right-of-way line of said**

**County Road, a distance of 290.40 feet to a 5/8" iron pin, said point located on**

**the East line of a parcel of land described in a contract of sale from Burrell W.**

**Short et ux, to Alton A. Short, et ux, dated March 9, 1948; thence North 00° 57'**

**30" East along said East line a distance of 2578.05 feet (2680.0 feet by Deed**

**record) to the Southwesterly right-of-way line of the U.S.B.R. Main Canal; thence**

**South 36° 29' 13" East (South 37° 03' East by U.S.B.R. records) along the South-**

**westerly right-of-way of said canal, a distance of 631.95 feet; thence South 01°**

**07' 45" West a distance of 2380.05 feet to a 5/8" iron pin on the North right-of-way**

**line of said County Road, said point being 30.00 feet North of the South line of**

**the SE $\frac{1}{4}$  of said Section 13; thence West, along the North right-of-way line of said**

**County Road, a distance of 84.43 feet to the point of beginning.**

EXCEPTING THEREFROM that portion of said land conveyed to the United States of America for drain ditch purposes in Deed recorded November 7, 1932 in Volume 99, page 188, Deed Records of Klamath County, Oregon.

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ALSO EXCEPTING THEREFROM that portion deeded to Klamath County for road purposes in Volume M75, page 8128, Microfilm Records of Klamath County, Oregon.

**PARCEL 4:**

A tract of land situated in the Southeast quarter of Section 13, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin situated on the North right-of-way line of the County road known as Airway Drive, said point being North 30.0 feet and East 2504.83 feet from the South quarter corner of said Section 13; thence North 01° 07' 45" East a distance of 2349.05 feet to a 5/8" iron pin; thence continuing North 01° 07' 45" East 31.00 feet, more or less, to the Southwesterly right-of-way line of the U.S.R.S. Main Canal; thence South 36° 29' 13" East along said Southwesterly right-of-way line a distance of 679.79 feet; thence South 01° 07' 45" West 30.00 feet to a 5/8" iron pin; thence continuing South 01° 07' 45" West a distance of 1803.40 feet to a 5/8" iron pin on the North right-of-way line of said county road, said point being 30.00 feet North of the South line of the Southeast quarter of said Section 13; thence West along the North right-of-way line of said county road a distance of 414.96 feet to the point of beginning. The bearings are based on the South line of the Southeast quarter of said Section 13 being East and west.

EXCEPTING THEREFROM that portion of said land conveyed to the United States of America for drain ditch purposes in Deed recorded November 7, 1932 in Volume 99, page 188, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion deeded to Klamath County for road purposes in Volume M75, page 8128, Microfilm Records of Klamath County, Oregon.

Sprinkler system including but not limited to the following items, and including any replacements of or additions to such sprinkler system:

Two complete 5" by 1600' wheel lines, One complete 4" by 1040' wheel lines, Two 30 HP pumps, miscellaneous valves, elbows, couplers, sprinklers, big gun sprinklers, etc.

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.

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(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 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) 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 or 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 will not otherwise make recognizable as illegal and hereby declares 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.

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[illegible]

(13) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and where otherwise addressed, 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.

(c) (33) If any provision of this Agreement 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 extent this Agreement and the application shall be reformed and construed.

THESE THINGS ARE THE SAME AS THE THINGS OF THE PAST, BUT THEY ARE NOT THE SAME AS THE THINGS OF THE FUTURE.

[illegible]

(b) The term "State" shall mean the United States of America, any State thereof, the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States.

[illegible][illegible]

1. The first step in the process of the investigation of the crime scene is the identification of the crime scene. This is done by the police officer who is first to arrive at the scene. The officer will look for any signs of the crime, such as blood, fingerprints, or other evidence. The officer will also look for any witnesses who may have seen the crime.

100-443887-100

1. The above information was obtained from the files of the Department of the Interior, Bureau of Land Management, and the Bureau of Reclamation, and is being furnished to you for your information.

(13) SHORTED DELETED FROM THE FOLLOWING: Donna M. Syler

## ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON

On this 20th day of April, 1978

On 11/19/78, personally appeared the above-  
Richard L. Tyler and Donna M. Tyler  
 who being duly sworn depose and say that the above-  
 named Richard L. Tyler and Donna M. Tyler

and is provided and the foregoing instrument to be their voluntary act and deed. Before me:

Becky Linn Blume

Notary Public

My Commission expires 6-16-81

[illegible]

STATE OF OREGON; COUNTY OF CLATSOP; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of August, 1975 at 10:30 o'clock A.M. and duly entered in the books of the County of San Diego, State of California.

of Mar 23 1922 on Page 7806,  
WM. D. MILNE County Clerk

FEE \$12.00

By Bernetha H. Selick Deputy

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