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NOW, THEREFORE,	debt evidenced thereby, but ainst loss under its insurance in consideration of the h bellowing described property	e contract by reason of	things, at all times when t without insurance of the older, this instrument shall h debt shall constitute an i any default by Borrower: grants, bargains, sells, c Oregon, County(ies) of	not seen op Subent	of
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FmHA 427-7 OR (7-8-76)

Lots 19 and 20 in Block C RAILROAD ADDITION TO THE CITY OF MALIN,

which said described real property is not currently used for agricultural, timber or grazing purposes: KLAMATH

mortgages to Trustee the following described property situated in the State of Oregon, Countyties) of NOW, THEREEORE, in consideration of the loants) Borrower headly grants, bergants, who compare warrants and

secure the Government against less under its ansarance contract by teason of any default by Bertower, shall secure payment of the note; but when the note is held by an insured helder, this instrument with not we that the note of strach to the debt evidenced thereby, but as to the note and such debt shall constitute on indentity, but as to the note and such debt shall constitute on indentity, and use to the constraint because the Gaugement of the nodes its constraint excites the Gaugement of the nodes its constraint excites the first of a standard standard but when the nodes its constraint of the nodes its constraint of the nodes its constraint of the nodes its constraint. Government, or in the event the Government should assign this instrument without insurance of the nate, this materiment And it is the purpose and intent of this instrument that, among other things, at all times when the new h-

together with all rights, interests, easements; hereditaments and appurtenances thereunto belonging, the rents, issues, and profits discoof and fevenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary and 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 Trustee, his successors, grantees and assigns forever; LIN TRUST, NEVERTHELESS, (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 arreements contained therein, including any provision for the payment of an renewals, and extensions mereot and any agreements contained mereins including any provision for the payment of an insurance or other charge, (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 endorsement by reason of any default for Borrower; and (c) many event and at all times to secure the prompt payment of all advances and expenditures any default for Borrower; and (c) many event and at all times to secure the prompt payment of all advances and expenditures any denance of every covenant and agreement of Boffowaf feditained herein or in supplementary agreement; the provisions of which are hereby incorporated herein and made

BORROWER for himself, his heirs, executors, administrators, successors and assigns, WARRANTS the property and the title thereter unto Trustee for the benefit of the Government against all dawful claims and demands whatsoever except any a part hereofordument au liens, encumbrances, casements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as

Jollomarscent of the Farners Home Administration for the State of Oregon whose post of the reduce is (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

uines when the note is held by an insured holder. Borrower shall continue to make payments on the note to the Government, is colliction agent for the holder. XI VWV.L.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, Farmers Home Administration.

assessments, insurance premiums and other charges upon the morigaged 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 af the place designated in the latest note and shall be secured hereby. No shall be reliaid 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.

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FmHA 421-7 OR (7-8-76)



(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.

(3) To keep the property instited 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 33 the Edward particulation in provements in good repair and make repairs required by the Government; operate the property as the Edward husbandmanlike manner; comply with such farm conservation practices and farm and home management plans or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber gravel, oil bas, coal, or other minerals excent as may be necessary for ordinary domestic nurposes

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

(1) To comply with an laws, or antal regulations and organized in property. (1) 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 property of recording this and other instruments attorney' fees trustees' fees court costs and eveneses supprementary account (when the original denote of ane) defaulty, including out not minited to costs of evidence of the to and supprementary account (when the original denotes of the original denote

2.(12) Neither the property nor any portion thereof or interest therein shall be leased, 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 beneficiary hereunder, including but not find the power to grant consents, partial releases, where the sole of the power to grant consents, partial releases, and estimations and estimations and estimations and point for find the base that for the power to grant consents, partial releases, and estimations and estimate the power to grant consents of the lien or any benefits subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits

(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 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 of any other nexts for nexts of the note or 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, except as specified by the Government in writing.

(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 obvertiment that borrower may be able to obtain a roan 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 to be the state of the set of t such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other 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 an ancient to and

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this insolvent, 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, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided

(18) "WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS."

At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property [19] At the request of the Government, trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for each or secured credit at the option of the Government; such sale may be adjourned from time to time without other hotice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may be determined by the determinent and its agents the difference authorized by him for such such as the option may and the difference of the difference of the difference of the difference of the bit of the bi conduct such sale without being dersonally present, through his delegate authorized by him for such purpose orally or in writing and Trustee's execution of a conveyance of the property of any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. Person of the sale was conducted by Trustee personally or through his delegate duly authorized in

(20) 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 the covernment 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. In case the Government is the successful bilder at foreclosure or other sale of all or any part of the property, the Government may of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order ges recet above.

appraisal, homestead or exemption of the property (c) which such action m limiting the amount thereof or the time within which such action m limitations; (d) allowing any right of redemption or possession followin which the Government may by regulation impose, including the fitter transfer of the property to a new Borrower. Borrower expressly waives relinquishes, waives, and conveys all rights, including the fitter transfer of the property to a new Borrower. Borrower expressly waives relinquishes, waives, and conveys all rights, including the fitter transfer of the property to a new Borrower. Borrower expressly waives repair of property to be used as an owner-occupied dwelling (herein c or rent the dwelling and has obtained the Government's consent to do for Jim will after receipt of a bona fide offer, refuse to negotiate for the unavailable or deny the dwelling to anyone because of race, color, religin as illegic anchersely, disclaims, and will/not comply with or attempt relating to race rolor; religion, stat; or national origin (). 111 (110 (24) This distributient Shall be subject to the present regulations of regulations not meanistent with the express provision hereot. (25) Notices given hereunder shall be sent by certified mail, unless some other address is designated in a notice so given, in the case o United States, Department of Agriculture, Portland, Oregon, 97205.	st rate it may charge, as a contition of approving the benefit of any such State laws. Borrower hereby descent, dower, and curtesy. All be used to finance the purchase, construction or alled "the dwelling") and if Borrower intends to sell is (a) neither Borrower nor anyone authorized to act the sale or rental of the dwelling or will otherwise make bal sex or national origin; and (b) Borrower recognizes to enforce any restrictive covenants on the dwelling the Farmers Home Administration, and to its future to therwise required by law, addressed, unless and until f, the Government to Farmers Home, Administration, and in the case of Borrower to him at his post office
address stated abores in ten the tribution of all indebtedness hereby see (26); Upon full and final payment of all indebtedness hereby see every condition, represent and tobligation, contingent or otherwise, shall, request trustee to execute and deliver to Borrower at his about shall, request trustee to execute and deliver to Borrower, at his about property, within 60 days after written demand by Borrower, and Borrower	contained herein or secured hereby, the Government contained hereby, the Gover
(27) Afriany: provision foll, the anstrument of applications, of the instrument of applications, of the instrument of application, of application, and to that end the provisions of application, and to that end the provisions hereof are de provision of application fand to that end the provisions hereof are de provision of application fand to that end the provision of application for application of the provision of the provision of application of the provision of the provision of the provision of application of the provision o	trument, which can be given effect without the mount eclared to be severable.
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A.D., 13 Daga 7920	
of <u>Mortgages</u> on Page	WM. D. MILNE, County Clerk By Demothant felsch Demuty

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