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A-29208	REAL ESTATE	MORIGAGE	FOR OREGON		
THIS MORTGAGE is ma	de and entered into by	GARY RAND	ALL & NANCY	RANDAL	L
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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 constitute an information of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an informative 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 "ame 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

The Northeast quarter of Section 35, Township 39 South, Range 12 East of the Willamette Meridian, EXCEPTING the portion thereof conveyed to the United States of America by deed recorded in Volume 69, page 555, Deed records of Klamath County, Oregon, and EX CEPTING rights of way for existing roadways,

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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

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,

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

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

Benning A series and the model of the first first first of the second 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

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the Farmers Home Administration.

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(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 (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 good and husbandmanified manner; comply with such farm conservation practices and farm and nome 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 control of the security covered hereby or without the written consent for ordinary demotion of the covernment.

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 and priority neteor and to the enforcement of or the compnance with the provisions neteor 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 supprementary agreement (whether before of alter default), including out not minice to costs of evidence of the to and and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and

(12) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, expenses of advertising, selling, and conveying the property. volutarily 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

(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 indebtedness secured hereby. 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 (16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held or to be purchased in a cooperative lending agency in connection with such loan. (10) Detaut determent shall constitute detaut didet any other rear estate of crop of charter security instrument including by the Government and executed or assumed by Borrower, and default under any such other security instrument

(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 should any one of the parties named as borrower the 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 (a) accure the entire amount angula under the note and any independences to the observation of repair or maintenance of and take 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

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses rights and remedies provided herein or by present or future law. 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 Governan of any part of the property, the dovernment and its agents may old and parenase as a stranger and may pay the dovernment's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, Government, in the order prescribed above.

(13) boltower agrees that the coveringent will lice be bound by any present of rature laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, nonesteau or exemption of the property, (or promoting many be brought, (c) prescribing any other statute of 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 (c) 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 repair or property to be used as an owner occupied dweaming (never cance) the dweaming rand in Borrower nor anyone authorized to act 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 bong 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

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future dwelling relating to race, color, religion, sex or national origin.

regulations not inconsistent with the express provisions hereof.

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Deputy

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(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. 275 (48.4)

(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. 电导动 原料 法律问题时候

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