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USDA-FmHA

Form FmHA 427-1 OR  
(Rev. 12-2-75)

Position 5  
REAL ESTATE MORTGAGE FOR OREGON

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THIS MORTGAGE is made and entered into by  
**THOMAS WILLIAM WILLIAMS AND BEVERLY S. WILLIAMS, HUSBAND AND WIFE**

residing in **KIAMATH**, County, Oregon, whose post office

address is **P. O. BOX 140, BEATTY**, Oregon - 97621

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 notes or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument Principal Amount Annual Rate of Interest

JULY 24, 1978 \$55,000.00 5.0%

JUNE 30, 1978 \$20,000.00 5.0%

Due Date of Final Installment

JULY 26, 2018

KIAMATH D. C. P.

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 payment of the note, to secure prompt 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 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

KIAMATH

Parcel 1  
The South $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , and the West $\frac{1}{2}$  of the SW $\frac{1}{4}$  All Section 35, Township 35  
South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of  
Oregon

Parcel 2  
The SE $\frac{1}{4}$ , the NW $\frac{1}{4}$ , The SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , All Section 2,  
Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath  
State of Oregon.

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

"This document is being recorded for record only. No title transfer or conveyance is intended."

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