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54025		Position 5	Vol. 1 Pag	465°) ±
USDA-FmHA Form FmHA 427-1 OR (Rev. 9-20-76)		MORTGAGE FC		
+A38-15925-D				
THIS MORTGAGE is made	AND MARY RO	DGERS, HUSBA	AND AND WIFE	
residing inKLAMAT	<u>`</u>		County, Oreg	ion, whose post office
residing in	39, KLAMATH	FALLS		Dregon 97601
herein called "Borrower," and:		Protoc of America	acting through the Farmers	Home Administration.

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 acceleration of the entire indebtedness at the option of the Government upon any detault by and is described as follows: Due Date of Final 1 ---

Borrower, and is described in		Annual Rate	
Data of Instrument	Principal Amount	of Interest	Installment
Date of Instrument	<u></u>	8,50%	AUGUST 21,2011
AUGUST 21,1978	\$20,230.00	0.000	

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 prempt 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 indemnity 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 supple mentary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty into the

Government the following property situated in the State of Oregon, County (ies) of

KLAMATH

Parcel 1, All those portions of SELNWL and NUNWL in Section 30, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Southeasterly of the U.S.R.S. "C" Canal and South westerly of the U.S.R.S. "C-G" Cutoff Channel.

Parcel II, All of SE¹ of Section 30, Township 39 South, Range 10 East of the Willamette Meridian, lying Southwesterly of the U.S.R.S. "C-G" Cutoff Channel and North of the Northerly right of way boundary of the Lost River Diversion Canal as presently enlarged.

Parcel III, All of S2SW2 lying Easterly of the Great Northern Railroad right of way and North of the Northerly right of way boundary of the Lost River Diversion Canal as presently enlarged, in Section 30, Township 39 South, Range 10 East of the Willamette Meridian. Immivie: OR (Rec. 2006)

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Parcel IV, All that portion of SW2SW2 of Section 30, Township 39 South, Range 10 East of the Willamette Meridian, lying Northwesterly of the U.S. R.S. "C" Canal and Southwesterly of the Great Northern Railroad right of way, but excepting highway right of way deeded to State of Oregon by Deed Book 133 at page 476.

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 dock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or ordenination 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, enclumbrances, 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 indemnity and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Berrower. 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 taxe, 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 amountrequired herein to be paid by Borrower, and not paid by him when due, as well as any costs and experior, to the preservation protection, or enforcement of this lien, as advances for the account of Borrower. All such advances diall bear interval 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, the and payable by Borrower to the Government without demand at the place designated in the latest note and shall be learned hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advance — with interest shall be repaid from the first available collections received from Borrower. Otherwise, any payment made is 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 the assessed adapts the property, including all charges and assessments in connection with water, water rights, and water stock perturing to or reasonably necessary to the use of the real property described above, and promptly deverted to the Government without demand receipts evidencing such payments.

recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive coversations and (21) This instrument shall be subject to the present regulations of the barmers H in a Advance tratacte and the probability of the barmers H in a Advance tratacte and the probability of the second s regulations not inconsistent with the express provisions hereof.

(20) If any part of the loan for which this instrument is given shall be used to there exists a second to the second sec (20) It any part or the toan tor which this instrument is given shar be used to phone other binebals sectored these repair of property to be used as an owner-occupied dwelling (herein called "the dwellipe") and it borrows into the binebal of the dwellipe" and the obtained the Construction of the dwellipe" and the phone of the dwellipe in the dwellipe" and the obtained the Construction of the dwellipe in the dwe repair of property to be used as an owner-occupied dwelling (herein called "the dwellips") and it flortewer indebies to set or rent the dwelling and has obtained the Government's consent to do so (a) perfect bettewer net in verse a thornal to set for base will often regist of a base file often return to registrate for the desired of the base of a set of the base o or rent the dwelling and has obtained the Government's consent to do so (a) neither bettower nor it vor electronic data for for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling to anyone because of take, color, telipion, sex, or national energy are electric whereas reconizes as illeral and hereby disclaims and will not comply with or attempt to entrance my testre by coverage of the sale of the or attempt to entrance my testre by coverage and the sale of the sale

(19) Borrower agrees that the Government will not be bound by any present or father laws, a) previous for values appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an astronomy and appraisal for values of the amount thereof or the time within which such actions may be broaded to be accessed as a sub-stability of the demption or possession following any foreclestic section actions are sub-stability which the Government may by regulation impose, including the interest rate it may chergically to a new Borrower expressly waives the benefit of any such State law. By rewer leaves when the covernment may by regulation impose, including the interest rate it may of operative construction of approxi-transfer of the property to a new Borrower Borrower expressly waives the benefit of any such State law. Berrower b relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curte a

(19) Borrower agrees that the Government will not be bound by any present or future laws (a) previous for valuate a mainter to resolve the constraint of the management will not be bound by any present or future laws (a) previous for valuate a

an of any part of the property, the covernment and its agents may but and putchase as a strategit and it av part or of ment's share of the putchase price by crediting such amount on any debts of Borrower owner to do or available of property

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of (1) costs and costs (10) The proceeds of forecostine sale shall be appred in the following order to the payment of terrors about pro-incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law of a completely read-be considered to the data and another by the note out all industrations to the Computations and the data of the terrors is here. incluent to enforcing or complying with the provisions hereor, th) any prior nens reduced by law of a competent solution be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) instant here of source transition by here or a competent contraction by a paid (c) or the Covernment secured hereby, (d) instant here of Borranar aming the or induced by the nove and an indepredness to the Government second netwy, (0) interval and of Borranar aming the or induced by the Covernment and (Covernment's option, any other independences) of record required by law of a competent court to be so paid, (e) at the Government's option, any other many sources of Borrower owing to of insured by the Government, and (f) any balance to Borrower. At tercelostice of all static of the resource of the of borrower owing to or insured by the Government, and (1) any balance to borrower. At heterostile of the balance is a stranger of the property, the Government and its agents may bid and purchase as a stranger transforming fact the transformation of the purchase missive endermode and investigation of the purchase missive endermode and in the table, or Records a stranger transformation of the purchase missive endermode and in the table, or Records and the purchase missive endermode and the table of the purchase missive endermode and the purchase of the purchase of the purchase missive endermode and the purchase of the purchase of the purchase of the purchase missive endermode and the purchase of the p

instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankring instrument or make an assignment for the knowle of realized to the formation of the parties of the line of the formation of the parties of t instrument, or should any one of the parties named as borrower die or be declared an incompetent a batking to the insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or will out indicating to the test to be the test to the Government between the state of the test to be test to be the test to be test to be test to be the test to be (a) declare the entire amount unpaid under the note and any indebtedness to the Government leteby second provided that and possible the for the approach of Portrop in the and possible contract the approach of Portrop in the and possible contract the approach of Portrop in the and possible contract the approach of Portrop in the and possible contract the approach of Portrop in the and possible contract of the approach of Portrop in the and possible contract of the approach of Portrop in the approach of (a) declare the entre amount unpaid under the note and any indeptedness to the coveriment factory section is to be due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenable of field taken to be account of Borrower incur and pay teasonable expenses for repair or maintenable of field taken to be account of the provide the providet the providet the provide the providet the pr out and payaor, for for the account of portower mean and pay reasonable expenses for repar or flattherable of flat account of portower mean and pay reasonable expenses for repar or flattherable of flat account of a polication by it and production of the distribute. The property devices account of portower static barries because with a solution of the distribute of which account of a polication barries barries account of the distribute of which account of the distribute of which account of the distribute of the distrebute of the distribute of the distribute of the possession or operate or rene the property, ter upon application by it and production or this distribution where a term of sub-production of the property, with the horizontation of readings in the mass of the constant state of the mass of the constant state of the property with the horizontation of the property evidence and without notice of nearing of said application, have a receiver appointed for the property, with the a set of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any method set.

(17) SHOULD DEFAULT occur in the performance of discharge of any obligation in this instrument of secured by the transition prime time. Bureaux dia or has destand, in the performance of the performance o

(15) If at any time it shall appear to the Government that Botrower may be able to obtain a learning of the first with a control of the first with the first such loan in sufficient amount to pay the note and any indebtedness, control berefy, and to pay terrary of the over the book of the produced in a memory business matches with our tables. 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 chartel security up train the field of the first insured by the Government and executed or assumed by Borrower, and default under any auto other security and and executed or assumed by Borrower, and default under any auto other security in the shall constitute default hereunder.

increase portions of the property from and suborumate the neurinereor, and waive any other participations without are a indibindrose control bacake. (15) If at any time it shall appear to the Government that Botrower may be able to obtain a least to be 10 b both in the second time is that and the second time is the second tis the second tis the second time is the second tis the second ti

(14) The Government may extend and defer the maturity of and renew and reamortize the distribution of a value of the distribution of the distribut or any indebtedness to the Government secured hereby, release from hability to the Government and perty that the box has a first perty of the Sovernment secured sector to be box has a first perty of the Sovernment secured sector to be box has a first perty of the Sovernment secure to be box has a or any independences to the violenment section needs, release from naturity to the violenment and burst of the field the terms of the property from and subordinate the hen hereof, and write any other rights hereights, when it was a subordinate the hen hereof. By the way other rights hereights, when it there exists a sub-state of the terms of terms of terms of terms of the terms of terms o indebtedness secured hereby.

(13) At all reasonable times the Government and its agents may inspect the property to accertain whether the solution of what is a second to be a whether the solution of the and agreements contained herein or in any supplementary agreement are being performed.

volution you otherwise, without the written consent of the Government. The viovernment shall have the solution with the result of the power to grant consents, partial releases, eps-thild all deciments and the first of the releases, eps-thild all deciments in the first terms of the first of the releases. and satisfaction, and no insured holder shall have any right, title or interest in or to the hen of any benefits below

supportentiary agreement (whether herore or after default), including our not infinited to cost of whether which and survey of the property, costs of recording this and other instruments, afferney's feel, this control of the expenses of advarticing colling and conversing the property. expenses of advertising, selling, and conveying the property. (12) Neither the property not any portion thereof or interest therein shall be assigned, sold, transferred of when the interest therein shall be assigned, sold, transferred of when the interest the constraints of the Const (12) isomer the property not any portion mereor or interest merein stan be assigned, sold, statisticited, of electronic voluntarily or otherwise, without the written consent of the Government. The Government shall have the sold and volume we rights as mortgages becauder, including but not limited to the power to argue including but not limited to the power to argue including but not limited to the power to argue including but not limited to the power to argue including but not limited to the power to argue including but not limited to the power to argue including but not limited to the power to argue including but not limited to the power to argue including to the power power

(9) To maintain improvements in good repair and make repairs required by the volverinnent, operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the constraint of the transition the Government from time to time may prescribe; and not to abandon the property, or cause of permit waste lesening or impairment from time to finite may presente, and not to abandon the property, or cause or pertain wave resonance or impairment of the security covered hereby, or, without the written consent of the Government, cut, teniove, of 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 of incidental to the part that of he here in the part to the order of the temperature of temperature of temperature of temperature of the temperature of (11) To pay or reimburse the Government for expenses reasonably necessary of incidental to the brack hold of behavior and priority hereof and to the enforcement of or the compliance with the provision beteef and is the vide arbitrary supplementary agreement (whether before or after default), melading but not hinded to cost of the branch is the order of arbitrary and survey of the property costs of recording this and other instruments of encoded as the vide arbitrary and survey of the property costs of recording this and other instruments of encoded as the vide arbitrary and survey of the property costs of recording this and other instruments of encoded as the vide arbitrary and survey of the property costs of recording this and other instruments of encoded as the vide arbitrary and the vide arbitrary and the survey of the property costs of recording this and other instruments of encoded as the vide arbitrary and the vide arbitrary and the survey of the property costs of recording this and other instruments of encoded as the vide arbitrary and the vide arbitrary of the property costs of recording the vide arbitrary and the vide arbitrary of the vide arbitrary of the vide arbitrary and the vide arbitrary of the property costs of recording the vide arbitrary of the vide arbitr

(9) To maintain improvements in good repair and make repairs required by the Government, operate the property in a

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

by the Government.

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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, shown in the Farmers Home Administration Finance Office records (which normally will be the same as the part office records (which normally will be the same as the part office

(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.

JAMES L. RODGERS 1. 5. (<u>(-</u>

MARY RODGERS Podger

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON	
COUNTY OFKLAMATH) ss:
On this	UGUST
named JAMES L. RODGERS AND 1	MARY RODGERS
and acknowledged the foregoing instrument to	betheir
(NOTORIAL SEAL)	L. Cencer Anterior Public.
in a start and a start	Notary Public
n. with	My Commission expires March 22, 1981
STATE OF OREGON; COUNTY C	
r nereby certify that the many in	strument was received and filed for record on the 24
FEE_3_12.00	WM. D. MILLER, County Ciert
	By in Zara and there a Depart