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be applied on the vote or any indebtedness to the Government secured flavolty, in any under the town to success the control of the following t
THIS MORTGAGE IS made and entered into by
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bissing in of suroissins KLAMATH is as an arrest the residence County, Oregon, whose post office
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(3) It required by the Government, to make adultional monally payments of the contract of the
Uperlein Called Soutower Hand Con
(WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, in United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s)
giori 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 ontion of the Government upon any default by
Borrower, and its described, as follows sugentequess to the clear time of the clear the content and to suge the sugenter.
Legglagious of counciauces specified persuapoas and Characters of Annual Rate. Due Date of Final bDate of Characters of Interest and increase and installment.
biDate iof Instrument. Handler all Parincipal Amount Handle Repaire of Interest and House Installment
BORROWER for himself, his heirs, executors, administrators, increasions and assigns WARRANTS THE TRANSPORTED TO
SEPTEMBER 1217). H(1978s brobst 10,4000 00 tourent and its usents are the series september 27, 201 of any trace of or interest therein all of which are broken collect, the brobants.
Manager of and all payments at any time coving to betterner by winds of any said trace, transmitted as any time coving to betterner by winds of any said trace.
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profits thereof and revolutes are measure and including, he mot district to reages, refrigorators contact to
htolics thereof and resource and mechanical functions of management, at any time, may assign the note and insure the roses (And the mote 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 mort gage
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 supple-
mentary agreement. Rorrower does hereby grant hargain sell convey mortgage and assign with general warranty unto the
· [2] [1] [1] [1] [1] [1] [1] [1] [1] [1] [1
Government the following property situated in the State of Oregon, County (ies) of KLAMATH

SEE ATTACHED EXHIBIT "A"

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Government the following property structed in the State of Chapter, Coonty Garage

medinty agreement. Bortower does beredy grant, parasin, soll, convey, more ego, and MON THERSHORE, the consideration of the leanest and for at all more with the event the Covernment silouid assign this instrument without instrument of the note and any renewals on textransion thereof and any more and any renewals on textransion thereof and any more more than any instrument of the note and any renewals on the feet of the note and any entertainty of Berrawar's any man in the Covernment against loss under its insurance contract by reason of any details to defect the prompt appropriate of all advances of any details to defect the prompt appropriate of all advances of any details to defect the prompt appropriate of all advances of any details to defect the feet of the f

to secure the Covernment against loss under its mountains common by teaming new first and are a first And it is the purpose and intent of this instrument that, arrest other things as a Covernment or in the event the Covernment visuall arrest that is a marrier of the rote; but when the party is held by an arrest rote; but when the note or attach its intention the debt evidenced investy, but as is, the equivalent to a secure the Covernment meaning to identify as a receiver for the rote of the note of a transfer of the rote; is a transfer of the rote of the rot

balustic treason between 16 the Consuling and appurtenances thereunto belonging, the rents, issues, and 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 Govern-

(2) (10) pay to the Government such fees and other charges as may now or hereafter be required by regulations of ment as collection agent for the holder

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

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. (Ke(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 demand receipts evidencing such payments.

- (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 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.

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 ishall 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

(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 in a dialely due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or main. 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 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

(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 of 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 (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the

nuin(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

Tog(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 the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above) the qualities to the one peacess of [cr (23) Alf, 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 invalidprovision or application, and to that end the provisions hereof are declared to be severable. (20) If any part of the loca for which this manufact is alway and so used reincuistes, maives, and conveys all rights, inclusive or consuminate, or a - consuminate transfer of the property to a new Non ower. Borrower expressly waives the hencili of any same and the property applaisal. Romestead of exemption of the property, (2) prohibiting insistienting.

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which the Government may by repulation impose including the interest may (19) Bottower agrees that the Coveringent will not be bound by say moved at a first law and street and Government, in the order prescribed above. ment's state of the purchase price by crediting such amount on any debie of the conall or and part of the property. The Covernment, and its agents may bid and purchase as a of Borrover, awing to or insured by the Government, and (1) any business to ficulty of second tegunal by law or a completent count to be so paid (e) at the top constitution pe 20 build (c) the dept engenced of the mois 27 thingspecial September day of September (18) The proceeds of forecourse rate shall be applied in the lowering course rights and remedies provided harein to his present at finites sive. of incereis in the cases (d) force are the instrument as provided endence and without notice of hearing of sun application, have a fee possession of operate of rent the preperty (or upon applies (a) declare the entire amount unpaid a der the now and any untracting and payable, (b) for the account of Burrower ment and arrivage insolvent, or make on assignment to the beneat of excitous the instrument, or should any one of the parties aspect as fluitteell. (LD) SHORED DELYALL occur is the better base of the MARGARET C: SMITH shall constitute detanit acreunder. thisticed by the Government and executive ACKNOWLEDGMENT FOR OREGON to be purchased in a cooperative leading againsy in condection with such loco. converse secured hereby.

SIALE OLOREGON miss purposes and parend) at time the representation and the subject of the subject o interior plan or brious of present of the properties of the properties of the personally appeared the abovenamed Lafe Z. Smith and Margaret C. Smith and agreements contained berein or in any supplication at agreement are being transform columnstily or otherwise, without the antien concentry the Covernment ALL Willist the broken's an are howing towns of a crisical residen (NOTORIAL SEAL) ut aspect and the short for brokers -----DONNA-K.-RICK and survey of the property, costs of recording the and other instance is a second Matary Subtric Ouedow entities and agreement (whether beings of also default) and and My Commission Expires and priority lieteof and to the enforcement of or the complished wit (10) To comply with all laws, ordinances, and opalations decrine the constraint (11). To pay or reimburse the Construitent law expenses the Commission exbites dinber, gravel, self, gas, conf. or other naticitals except as mp) for necessary for cultural discountering in good and asbandmanike assumer consult with such their conservation processes the conservation processes the constraint and the second to a property of the second technique and any to absume the property conservation become an impairment of the second ty conservation or, without the winder contraint the force of the conservation of the force of the conservation of the force of the

1948). To keep the property insured as required by and under insurance policies approved by, collected to the fact that by the Covernment.

(9) It maintain unprovenieuts in pood of the unit of the fact that for the fact that t

EXHIBIT "A"

That portion of the N½NW¼ of Section 35, Townhip 38 South, Range Il¼ East of the Willamette Meridian, in the County of Klamath, State of Oregon, formerly known as Oreoil Townsite, now vacated, described as follows:

Beginning at the Section corner common to Sections 26, 27, 34 and 35, in said township and range; thence North 89° 04' East 30 feet to the East side of the County Road and initial point marked by a section corner between said Sections 26 and 35; thence South 0° 08' East 1,290.0 feet to the North side of the County Road; thence to an intersection with the East side of County Road first mentioned; North 1,290.0 feet to the point of beginning.

SPRINKLER EQUIPMENT TO BE ADDED TO REAL ESTATE MORTGAGE FOR LAFE Z. SMITH ON S&W LOAN

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

Mainlines Handlines Big Gun Sprinklers Miscellaneous valves, couples, risers, sprinklers, etc."

TA