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Vol. ^M79 Page 5057USDA-FmHA
Form FmHA 427-1 OR
(Rev. 12-2-75)

REAL ESTATE MORTGAGE FOR OREGON

K-31191

THIS MORTGAGE is made and entered into by DONALD B. SARUTZKI AND AGNES SARUTZKI
husband and wiferesiding in Klamath County, Oregon, whose post office
address is 5115 Cross Roads, Klamath Falls, Oregon 97601herein 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 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 default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
3/6/1979	57,520.00	8.5%	3/6/2019
3/6/1979	10,000.00	8.5%	3/6/2019

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 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 KlamathDESCRIPTION OF PROPERTY

All the following described real property situate in Klamath County, Oregon:

PARCEL ONEBeginning at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 31, Township 39 South, Range 10 East of the Willamette Meridian; running thence West on the South line of said Section 31 to West line of Lot 7 said Section 31; thence North with meander line on the East side of Lost River to a point on said meander line 7 chains and 68 links North of said Section line; thence in an Easterly direction to the Northeast corner of the Southeast quarter of the SE₄ of said Section 31; thence South twenty chains to the place of beginning, being a portion of the South Half of the Southeast quarter and Lot 7 Section 31 in Township 39 South, Range 10 East of the Willamette Meridian, excepting therefrom such portions as have been heretofore deeded to the United States of America for canal rights of way, and also excepting that portion thereof deeded to Great Northern Railway Company for railroad rights of way by deed dated June 10, 1931, and recorded on the 13th of June, 1931, in Volume 95 page 454, records of Klamath County, Oregon.

NE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 7, 8, and 9 Section 6, Township 40 South, Range 10 East of the Willamette Meridian, SAVING AND EXCEPTING those portions deeded to the United States of America for canal purposes and to Great Northern Railway Company for railroad rights of way. 5058

ALSO SAVING AND EXCEPTING That portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 40 S. R. 10 East of the Willamette Meridian lying East of the "G" Canal.

ALSO SAVING AND EXCEPTING A parcel of land situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the intersection of the West line of the "G" Canal and the South line of the "G-O" Lateral being situate in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 39 South, Range 10 E.W.M.; thence continuing South along the West line of the "G" Canal, 124 feet to a point; thence South westerly and parallel to the South line of the "G-O" Lateral, 210 feet to a point; thence Northerly and parallel to the West line of the "G" Canal, 124 feet more or less to a point on the South line of the "G-O" Lateral, 210 feet more or less to the point of beginning. Saving and excepting any portion thereof lying between the South line of the "G-O" Lateral and the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 39 South, Range 10 E.W.M.

PARCEL TWO

W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 2, Township 40 South, Range 9 East of the Willamette Meridian.

Also, the following described personal property:
Sprinkler irrigation system including, but not limited to the following items, and including any replacements or additions to such system:
9200 feet, five inch wheel line with seven movers, approximately one mile
eight inch and ten inch mainline with various valves, reducers and plugs.
One sixty horse power Cornell pump with panel
One Seventy five horse power Cornell pump with panel

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 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 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 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.
- (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.

(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.

(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 indebtedness secured hereby.

(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 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 shall constitute default hereunder.

(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 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, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(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 Government, in the order prescribed above.

(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 dwelling relating to race, color, religion, sex or national origin.

(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.

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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.

(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.

(24) If any part of this instrument is held invalid, the remainder of this instrument shall nevertheless remain in full force and effect.

(25) The Borrower hereby certifies that the foregoing instrument is a true and correct copy of the original instrument as the same appears in the records of the County of Klamath, State of Oregon.

(26) The Borrower hereby certifies that the foregoing instrument is a true and correct copy of the original instrument as the same appears in the records of the County of Klamath, State of Oregon.

WITNESS the hand(s) of Borrower this 6th day of March, 19 79.

Donald B. Sarutzki
DONALD B. SARUTZKI

Agnes Sarutzki
AGNES SARUTZKI

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON)
COUNTY OF Klamath) ss:

On this 6th day of March, 19 79, personally appeared the above-named Donald B. Sarutzki and Agnes Sarutzki,

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

NOTORIAL SEAL

[Signature]
my commission expires 8-5-79 Notary Public.

My Commission expires _____

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of March A.D., 19 79 at 3:15 o'clock P. M., and duly recorded in Vol. M79 of Mortgages on Page 5057.

FEE \$12.00

KCTC

WM. D. MILNE, County Clerk
By *Bernice H. Hetch* Deputy