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Form FmHA 427-1,0R (Rev. 9-20-76)	The Access Route in Counseling	Vol. M7	9 Page 8138
Contraction of the second	REAL ESTATE MORTG	AGE FOR OPECON	
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THIS MORTGACE in mode			
HUSBAND AND WIFE	and entered into by <u>LLOYD</u>	UDINON HOWARD AN	D CHERYL A. HOWARD,
E STATEMENTERS			
residing in residing in diress is to box '78, KEN Address is to box '78, KEN herein called "Borrower," and : WHEREAS Borrower is indeb	KLAMATH		
P. O. BOX 78	rei inna nachaigeachtaí Allen a	C	ounty, Oregon, whose nost office
address is	VU, ORIGER DE COMPANY		
herein called "Borrower," and ;			, Oregon . 97627
WHEREAS Borrower is indeb United States Department of Agric or assumption agreement(s), herein	ted to the United of	· · ·	
Or accument	culture, herein called the WG	ierica, acting through the	Farmers Home All
Control of Agric or assumption agreement(s), herei Government, authorizes accelerati Borrower, and is described as foll	n called "note," which has been on of the entire indebtedness	nment," as evidenced by n executed by Borrower	one or more promissory note(s), is payable to the order of the
Borrower, and is described as followers	OWS: The providence of the Constraints	at the option of the Go	vernment upon any default by
Date of Instrument	그는 것 같아요. 사람이 물었던 말을 많은 것 같아요. 이 것	Annual Rate	
4/10/79	\$16 Foo	of Interest	Due Date of Final Installment
Jacketor and all payments at the discontinue and all payments at the discontinues of the discontinues of the discontinues of a system (IOUD the pro-	₩ 14) 220	8.5%	4/10/1999
researche, arrabaix to reproduce in teas quality purchased or immore in derived and all partnerits of our third derived and thereas of interest theorem.	推进了19月2日日日,19月1日日。 19月1日第19月1日日(19月1日日)。 19月1日第19月1日(19月1日日)。		10/1999
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 bing a spectra and leading and leading and leading and leading and leading and leading and an analysis of the second and the sec	1、水量理控制。2016-2016-2016-2016-2016-2016-2016-2016-		
shall secure payment of the note: bu of the note or attach to the debt evide to secure the Government against loss NOW THEREFORE, in consider: in the event the Government should a payment of the note and any renewals note is held by an insured holder, to Government against loss under its im all times to secure the prompt payn hereinafter described, and the perform mentary agreement, Borrower does he	overnment should assign that, amon, when the note is held by an is enced thereby, but as to the note under its insurance contract by r ation of the loan(s) and (a) at al assign this instrument without ir s and extensions thereof and any secure performance of Borrower' surance contract by reason of a ment of all advances and expee hance of every covenant and agree reby grant, bargain, sell, convey.	g other things, at all time rument without insurance nsured holder, this instru- and such debt shall con- reason of any default by H I times when the note is isurance of the payment agreements contained the 's agreement herein to ind iny default by Borrower enditures made by the G eement of Borrower contained emortage and est	es when the note is held by the e of the note, this instrument ment shall not secure payment stitute an indemnity mortgage Borrower: held by the Government, or of the note, to secure prompt trein, (b) at all times when the lemnify and same harmless the , and (c) in any event and at overnment, with interest, as ained herein or in any supple-
Government the following property situ	uated in the State Co	With a straight with a straigh	th general warranty unto the
	The State of Oregon, Cou	inty (ies) of <u>KLAMATH</u>	*******
PARCEL 1:			
	- in the second s	•	
Lot 4, Section 7, Tow Meridian, in the Coun THEREFROM the followi	Ushin to -		
Meridian, in the Coun THEREFROM the followi Beginning at	ity of Klamath, Ra	inge 3 Eas- of	* *
the followi	ng described name	te of Oregon,	Ene Willamette
3eginni-			
Beginning at a point and 8, Township 40 Sou intersects the Southwe County Road, which point between said Section	where the Section	line hat	
intersects the Southwe County Road, which poi between said Sections South of the k corre	esterly single 8 East	of the Willow	ections 7
between	int is control wa	Y line of L	ete neridian
South of Jeculons	7 and 0	JELL OF the -	Horden
Nest 040 - Corner	between	Teet. more	ender Corner
said road to the North	or less, along the	right of	orth 290 27,
West 849.3 feet, more said road to the North Vest 166.3 feet along Line thereof; thence So	the North 1	said Section	line of
Vest 166.3 feet along Line thereof; thence so said Lot 4, 55.2 feet;	outh 80 0, main of	said Lot 4 to	7 thence
lesterly 35.2 feet:	thence a mast al	ong the Wast	westerly

line thereof; thence South 80 0' East along the Westerly line of said Lot 4, 55.2 feet; thence South 370 30' East along the South-westerly line of said Lot 4, a distance of 839.7 feet; thence North 600 15' East 40.6 feet to the point of beginning. Also all that part of the following described tract of land lying Northerly and Easterly of Keno-Worden County Road:

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Beginning at a point 415 feet North of the corner to Sections 7, 8, 17 and 18, in Township 40 South, Range 8 East of the Willamette Meridian; thence North 2225 feet to the ½ corner between Sections 7 and 8; thence East 1320 feet to the % corner between Sections W\SW\; to the point of beginning; and also that portfon to the source of Section 17, lying Northeasterly of the right-of-way of the Keno-Warden County Road, all being in Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Mest 2595 Feet to the place of beginning, being a part of the MASWA of Section 8, Township 40 South, Range 8 East of the Willamette PARCEL 2: The SElarm

The SE4NW4, Section 7, Township 40 South, Range 3 East of the Willamette Meridian, in the County of Klamath, State of Oregon. ALSO a tract of land situated in the NE4SE4 of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows; Beginning at a 5/8" iron pin which is located North 28° 36' 18" West 1987.99 feet from the Southeast corper of could County 28° 36' 18" West

1987.99 feet from the Southeast corner of said Section 7; thence South 74° 15' 20" West 157.77 feet to a 5/8" iron pin in an existing fence line; thence South 15° 44' 40" East along said fence line 194:5 feet to a fence corner; thence leaving said fence line and continuing South 15° 44' 40" East to the South line of the NEVSEV of said Section 7; thence Easterly along the South line of the NEVSEV of Section 7 to a point that bears South 15° 44' 40" East from the point of beginning;

ALSO a tract of land situated in the Southeast Quarter of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, more aparticularly described as follows:

Beginning at a 5/8" iron pin which is located North 24° 22' 20" West a distance of 2137.93 feet from the Southeast corner of said Section 7; thence North 26° 02' 00" West 416.00 feet to a 5/8" iron pin; thence South 63° 58' 00" West 208.00 feet to a 5/8 inch thence North 63° 58' 00" East 416.00 feet to a 5/8 iron pin; with the bearings based on recorded survey No. 1356, as recorded in

AND ALSO Lot 9, the SEMNWY the NEYSWY and that portion of the WYSWY (being Lots 1 and 10) of Section 8, described as follows:

Beginning at the Northeast corner of said W\SW\; thence South 31° 4' West to the Northeasterly right-of-way line of the Keno-Worden County Road; thence Southeasterly, along said right-of-way line, to the South line of said W\SW\; thence East along said South line, to the Southeast corner of said W\SW\; thence North along the East line of the W\SW\; to the point of beginning; and also that portion of the NW\NW\ Warden County Road, all being in Township 40 South, Range 3 East of

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and regenter with all lights, interests, casements, nercuraments and appurtenances, increation beronging, the tents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or researchly research to the use thereof, including, but not limited to ranges, refrigerators, clother workers, clother driver reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, 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 Reprove by virtue of any cale lease, transfer, conveyance or condemnation or carpeting purchased or financed in whole or in part with loan runds, 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

BURROWER for nimseir, his neirs, executors, auministrators, successors and assigns WARKANIS 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 (1) 310 pay promptly when due any indepredicts to the dovernment hereby secure and to indefinity and save namices the Government against, any loss under its insurance, of payment of the note by reason of any default by Borrower. At it does the rotatic held by an insurance helder. Borrower that each interaction to really not matter the note to the Course

all times when the note is held by an insured holder. Borrower, shall continue to make payments on the note to the Govern-ment 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 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.

(3) in required by the Oovernment, to make authonia monthly payments of assessments; insurance premiums and other charges upon the mortgaged premises. Whether or not the note is insured by the Government, the Government may at any time pay any other amounts (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 hickest interest rate

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, such advance by the Government shall relieve Borrower from Borrower. Otherwise, any payment made by Borrower may shall be repaid from the first available collections regeived from Borrower. Otherwise, any order the Government determines. (6) To use the boar evidenced by the note solely for purpose authorized by the Government

(0) 10 use the togat 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 teal property described above, and promptly deliver to the Government without demand receipts evidencing such payments. (6) To use the boar evidenced by the note solely for purpose authorized by the Government.

(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 necess

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and priority hereof and to the enforcement of or the compliance with a 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 of 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 inverses 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

(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.

8) 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 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 the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post 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 of applications of the instrument which can be given effect without the invalid address shown above). The grading te mit provision or application, and to that end the provisions hereof are declared to be severable. relativitely a watches, and conveys and others, include or accommunity there is in the spiritual states in the Berrich Business wares in beach is

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rights and remoting provided figrant by by party of a future has ed receives a physicaster (d) tereview the instrument as protein Varnon Howa personan de delever de ten til projectiv (le conditiend evidence and dellact molec of heatre allach deflection and ϵ of receiver a photocol allactor de lacated for increasing a rece an and Level of the second second of period of the second second of the second se Bettern with a datable with other of the product manual second CHERYL A (i) anns an an the

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named <u>THEIR</u> voluntary act and deed. Before me: NOTORIAL SEALS NOTARY NOTARY SUSAN E. DOIG 2/20/83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of April A.D., 19 79 at 2:40 o'clock P M., and duiy recorded in Vol M79

on Page 8138 Mortgages 01----

FEE \$15.00

WM. DMILNE, County Clerk By Dermetha Apels The Deputy

Notary Public.