USDA-FmHA 70153 Form FmHA 427-1 OR 63155 (Rev. 12-2-75) Position 5 REAL ESTATE MORTGAGE FOR OREGON THIS MORTGAGE IS made and entered into by MARIO LOUIS GIORDANO and DIANA JANET GIORDANO, husband and wife Eresiding in KILAMATH address is Route 1, Box 133, Bonanza, herein called "Borrower," and - County, Oregon, whose post office WHEREAS Borrower is indented to the United States of America, acting through the Farmers Home Administration, WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, or assumption agreement(s) herein called the "Government," as evidenced by one or more promissory note(s) the order of the United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) herein called "note" which has been executed by Borrower, is payable to the order of the covernment to the covernment with covernment to the order of the covernment to the covernme Of assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Rorrower, and is described as follows: I the entire indebtedness at the option of the Government upon any default by Date of Instrument February 28, 1979 225,000.00 Due Date of Final Installment 8.5% January 1, 2019 And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the manufacture of the Concolidated Farm and Rural Development Act or Title V of the Honeing Act of 1949. And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the And it is the Durpose and interval for 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 And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the shall secure navment of the note, this instrument without insurance of the note, this instrument shall not secure navment. Government, or in the event the Government should assign this instrument without insurance of the note, this instrument of the note of the note, but when the note is held by an insured holder, this instrument shall not secure payment of the note and such debt shall constitute an indefinity mortgage. shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment to secure the Government against localinder its insurance contract by reason of any default by Borrower. 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 NOW THEREFORE in consideration of the loan(s) and (a) at all times when the note is held by the Government or navment of the note and any renewals and extensions thereof and any agreements contained therein (b) at all times when the in the event the Government should issign 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 payment to indemnify and came harmless the Payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the Covernment positive incurrence of Borrower's agreement herein to indemnify and same harmless 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 teason of any default by Borrower, and (c) in any event and at a support of all advances and expenditures made by the Government with interest as Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at large described and the performance of every covenant and agreement of Rorrower contained berein or in any supple. all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as mentary agreement. Borrower does hereby prant bargain cell convey morroage and assign with peneral warranty mits the hereinaster 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 ... KLAMATH legal description.

See attached

This document is being rerecorded to correct portion of legal

Legal description

SEESGING

15943

4470

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

(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.

(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.