demand receipts evidencing such payments: i RSDY-EMHYsary to the use of the real property described above, and pronto litely to Lage emplement wit demand receiping evidencing such payments. Lecture Land 451-riousily charges and assessments in connection with water, water rights, and water stock nearming to no (6) To use the loan evidenced by the role solety for migrace and assessments awainly affacting to or assessed applied (Kex18-50-19) when due all taxes, here, judgments, encumorances, and assessments awainly affacting to or assessed applied

be applied on the note or any indebtedness to the Government secured hereby, in any order the Government desermines by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereis. No shall be repaid from the first available collections received from Borrowet. WILL M. DVAILWE and WALK W. DAALING IN BOTTOWET WILL DAY INC. THE COLLEGE OF TH

(5) All adyHnspaud_band_Mitteh as described in this instrument, with interest, shall be immediately disc and payable the rate borne by the note which has the highest interest rate, the rate borne by the note which has the highest interest value account of Borrower. All such advanged small near interest who as a kell and the part of this lien, as kell and the part of the note which has the highest interest and a death of Borrower. Oregon whose post office the process of the note which has the highest interest and account of Borrower. All such advanged small near interest and a death of the process of

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

Wherein called Borrower! and : 11

(SWHEREAS Borrower is lindebted 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 !thote;" [which has been executed by Borrower, is payable to the order of the WGovernment Pauthorizes acceleration of the centire (indebtedness) at othe joption of the Government upon any default by Borrower, and is described as a follows indebtedness to the Covernment hereby secured and to and emply and ease naturals

reservations, or conveyances specified hereinabove, and COVENANTS ANAumanfigaters follows: Due Date of Linar pr Date, of Justingent minent against all larbing lighty monte and second and second MARRANTS than the contract of the property of Luttingent minent against all larbing lighty monte and second secon

May 11/11979 LO HOLD the property \$87,350:00 minent and its assign 10% eet in the May 11, 2019 there on and all pryments at any time owing it Borrower by virtue of any sale, lease, transfer, conveyance, or condemn there or condemn to the property of transfer, conveyance, or condemn table in the property of transfer conveyance or condemn table. of carpeting purchased or financed in whole of in part with loan lunds, all water water rights, and water stock pertonnareasonably necessary to the use thereof, including, but not limited to, tanges, refligerators, clothes washers, clothes dryers, profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto hr 10851#And the note levidences a loan to Borrower! and the Government, at any time; may lassign 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 KLAMATH

 $S_{\frac{1}{2}}$ of $S_{\frac{1}{2}}$; $N_{\frac{1}{2}}$ of $SW_{\frac{1}{4}}$; $S_{\frac{1}{2}}$ of $NW_{\frac{1}{4}}$ of Section 13, Township 38 South, Range 11½ East of the Willamette Meridian; Si of NEL and Ni of SEL of Section 23, Township 38 South, Range 12½ East of the Willamette Meridian. record and apparent on the Tang: Contract and or They let the Southwest quarter of the PARCEL TWO: A piece or parcel of land situated in the Southwest quarter of Section Northeast quarter and the Northwest quarter of the Southeast quarter of Section 13, Township 38 South, Range 112 East of the Willamette Meridian in Klamath County, Oregon, containing 8.83 acres, more or less, and more particularly described as Loljoware said scurtherly boundary of the said NWA of SEt of said Section 13, 499.2 Section 13, 134.5 feet eagrant thou the said NWA of SEL of said Section 13, Beginning at the Southwest corner of the said NWA of SEL of said Section 13, Township 38 S. R. 112 E.W.M., and running Northerly along the Westerly side of the said NW1 of SE1 and the SW1 of NE1 of said Section 13, 1542.5 feet; thence FmHA 427-1 OR (Rev. 9-20-76)

Sounship 38 S. K. 142 S.W.M. Sand Language 100 13, 1542,5 feet: thence said NWL of SEL and the SWL of MEL of Said Section 13, 1542,5 feet: thence MultA 4274 Ok S5063 Community 38 8 3 8 a cooint in the southerly boundary of said Will of SEL of said Section 13, 499.2 feet easterly from the said point of beginning, thence westerly along the said sourtherly boundary of the said NW4 of SE4 of said Section 13, 499.2 test to the said boint of peginning. or less, and more particularly described as of Federal statutes and regulations thereumder; easements and rights of way of record and apparent on the land; contract and/or lien for irrigation and/or drainage; oil and mineral leases of record; rights of government bodies, if any, in any portion of the property lying below high water mark of Buck Creek. In any portion of the property lying below high water mark of Buck Creek. PARCEL ONE: St of St; Nt of SW4; St of NW4 of Section 13, Township 39 South, Hange

Government the following property situated in the State of Oregon (County (less) ofKLAFATE

manary agreement, Berrower dees hereby grapt, bargam sell, convey, morrage, and assign with general warrants and he hereing ther described, and the performance of every covenant and agreement of Berrower contained herein or in any suppleall times to secure the rubings payment of all advances and extenditures made by the Coverment, with injeres, as beceive described and the performance of every coverage and agreemental flaterings coursely to the law and an employment and agreement and agreement and agreement is a contract. Gevernment against flors under its insurance contract by reason of any default 19. Ropowers and (c) in any exerctand at all times in some the relation of any exerctand at the relation to the contract of any exercise and exercise made average functions. note as held by an insured holder, in sectic performance of Borrower engicement hereinto andemny francisame astraces its Chremman against face trades for morropor conteact his cracem of any default has precourse and formare any contract the payment of the note and any renewals and extensions thereof and invigrounisms contained therein (b) about innes where the natural between the interest to the property of the payment of the property of the payment of in the event the Government should assign this instrument without his braine of the payment of the privite to court prompt. NOW THEREFORE, in consideration of the foan(s) and (a) at all times when the note is held by the time name of the particular to the particular the consideration of the transmit of the particular to the particul

to secure the Covernment against loss under its insurance contract by reason of any default by Borrower.

Now which the Covernment against loss under its insurance contract by reason of any default by Borrower. of the note or attach to the deby evidenced thereby: but as to the note land such deby shall constitute an indemnity mortgage! stall 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 transfer to the distribution of the sale when the indicate and such debt shall constitute as indicate these? Covernment, or in the great the Covernment should assign this institutiont without insurance of the note; this institutions civil course assument in the nate. But when the note is half by an ideal that had a resident manner that he was the content of the nate of the note; the institution is the content of the nate of the note of the note of the nate of And it is the purpose and intent of this instrument, that, among other things; at all times when the now is held Systheterment or in the avent the Government should receive the inerthinear without framence of the resistible meanings.

Fayment thereof pursuant to the Consol dated Earm and Rural Development Act, or Title V of the Housing Let of together! with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and rogether with an rights, interests, easements, hereutaments and apputtenances 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:

B(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 it 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 trace special capied the "Coverament" as evidenced by one of more product the (2) \To'pay to'the Government such fees and other charges as may now or thereafter 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.

(6) 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 the property, including an charges and assessments in connection with variety and promptly deliver to the Government without reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

22010

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

(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 by the Government. 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 imbar, 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

(12). Neither the groperty nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, expenses of advertising, selling, and conveying the property. voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive voluntarily of originals, without the written consent of the government. The overnment 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 not insured holder shall have any right, title or interest in or to the dien jon, 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 (14) The Government may extend and deter the maturity of and realisting the Government any party so liable thereon, or any indebtedness to the Government secured hereby release from liability to the Government any party so liable thereon, 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

(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 indebtedness secured herebyterms 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

(16) Default hereunder shall constitute default under any other real estate of crop or chattel security instrument held or to be purchased in a cooperative lending agency in connection with such loan. insured by the Government and executed or assumed by Borrower, and default under any such other security instrument

constitute detault nereunder.

(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 shall constitute default hereunder. 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 possession or, operate or tent the property, (c) upon application by it and property with the usual powers 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 priori liens required by law or a competent court to incident to enforcing or complying with the provisions hereof, (b) any priori 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 be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby. of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Recrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing to or incired by the Covernment and (f) any balance to Borrower awing the covernment and (f) any balance to be so paid (f) and (f) any balance to be so paid (f) any balanc 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 and its agents may bid and, purchase as a stranger, and may pay the Government. an or any part 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 Government, in the order prescribed above. 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 therein called "the dwelling") and if Borrower intends to sell repair of property to be used as an owner-occupied dwelling therein called "the dwelling") and if Borrower nor anyone authorized to act the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act or rent the dwelling and has obtained the Government's consent to the sale or rental of the dwelling or will otherwise make for him/will, after receipt of a bona fide offer; refuse to negotiate for the sale or religion sev or national organ and (b) Borrower in the dwelling to anyone because of race color religion sev or national organ and (b) Borrower in the dwelling to anyone because of race color religion sev or national organ and (b) Borrower in the dwelling to anyone because of race color religion sev or national organ and (b) Borrower in the dwelling to anyone because of race color religion sev or national organ. for num will, after receipt of a dona fine offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable for deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower to any restrictive covenants on the recognizes as illegal and hereby disclaims and will not comply with a strength of the present recognizes as illegal and hereby disclaims and will not comply with a strength of the present to the present regulations of the farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

regulations not inconsistent with the express provisions hereof.

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until some other address is designated in a notice so give United States Department of Action 1 a notice so give	22011 Ified mail, unless otherwise required by law, addressed, unless and en, in the case of the Government to Fermers Home Administration, Oregon 97205, and in the case of Borrover to him at the case of Borrover to him.
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shall constitute default hereunder. (17) SHOULD DEFAULT occur in the performance in instrument, or should any one of the parties named as instrument, or make an assignment for the benefit of credit insolvent, or make an assignment for the hence and a second united under the note and	Mariya Ma silver mile on all each concernant
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I hereby certify that the within instrument was received and filed for record on the 17th day of September A.D., 19 79 at 8:34 O'clock A.M., and duly recorded in Vol. M79	
Montania at 0:34 o'cl	ock A M., and duly recorded in Vol M79
on Page 220	
FEE\$14_00_	WM. D MILNE, County Clerk
	By Deruthal Alach Deputy

Deputy