Position 5

TeUSDA-FmHA engencius ench bakerenter

T/A 38-20045-D-T

te Form FmHA 427] OR the use of the real broberty described above and broad

26199 Page

(Crev. 12:2-75) in this of control of the local biolocitic discription and biological discrimination of the local biolocitic discrimination of the local biological discrimination of the local disc

 $\mathbf{P}_{\mathbf{r}}$

(5) All advances by the Coveniment as described in the instrument, with interval, such by individually as a 2 part ¹⁰residing in <u>1997 to 1997 an KLAMATH</u> the transmission of the decomposition of the decomposition of the second s ¹Presiding in the two one statution at the new more statution of the second of percent of automatic of the percent of the second of percent of the second of the seco

herein called "Borrower," and support to units additional meaning. Instruction of the entrustion of the entrustry

 \approx 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) for assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the 2. Government, authorizes, acceleration, of the jentire, indebtedness at the option of the Government upon any default by default by a described as follows as arranges of bactuent of the upon perturbed de and the default by

(i) 10 her brouding when one the indepreduces to the concentrical (Annual Rate) and when Due Date of Final CDate: of Instrument succession of proceeding proceeding Amount and a second of Interest second installment **Example 1 and a second second**

cathering and an any marked any more owned to pay town by Attine of the safe parts (transfer to the second state and the second state a

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

The SW4 of the NW4, the SE4 of the NW4, the S4 of the S4 of the NE4 of the NW4, the Sh of the Sh of the NW4 of the NW4 of Section 13, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM that portion conveyed to the United States of

America by deed dated December 7, 1949, recorded November 2, 1951 on page 618 of Volume 250 of Deeds, Records of Klamath County, Oregon.

SPI33

(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

ំចំណើត ខ្លាំង

26530

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.

(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

(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

(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.

(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 and the lance states of which a grants thanks

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, capital works a part as a second and

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

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.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and

In the event line (jorganness bouid defait this mettoreal without incutance of the paythout of the new substance and the paythout and the new substance of the paythout of the new substance of the paythout of the paythout of the new substance of the paythout of the payth NOW THERE, OFFICE in consuleration of the density and (it) at all times when the first of the desired structure in the structure of the struct La sector the Construction and us under the main and construct by reason (county default by five to a sector of the sector of th The sector the Constitution of an and the constitution of a sector of the sector of

mentary survivent. Hoffower flocs becaus gradit, burgain, sell, sensely, a outware, and gedee wate groups in a mentary satecinent. Bottower dock needer grant, baranet soll, sonery in other sone as the constraint provident of an interval of the provident and as held by an metric funder, to accur performance of Borcovart agreement beform to protecting, and a metrar start a flower metrar start of any default by accurate to accur performance of Borcovart agreement by bornary and the bornary start and a start of the bornary start and start and the bornary start and a start of the bornary start and start and start and the bornary start and start an

Government the roll with property should in the state of Oregons County ((e) or - ELADING -

The SWM OF the NUM, the SEM OF the NWT, the SM OF the GA OF MPA OF the NWT, the SM of the SM OF the NWM OF the NWM OF SCOTOR 13, Township 10 South, Range 9 East of the Willtmatte Metrician and County OF Flamath, State of Oneson.

EXCEPTING THEREFROM that portion conveyed to the United States of

GREETERS

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

 $\sim 10^{-1}$

(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.

(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.

(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 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.

In the bulkparked in a contention of and form in antiferent suborning of STATE OF SORECON (or Entrance, Sector State of the suborned of the sub- sector of the suborned of the sub- transference of the suborned	and periods.) I must ber	Philipping second principles and	Apartan analan mananan mananan Apartan analan mananangan mananan Apartan bekasan manananan mananan Apartan analan dalam mananan
named — Duane Grieb real	TPP HILA REPORT FRANCIS		
A and internet and a contract of the second	y,oi,NOVEMber		Contraction of the second states of the second stat
named <u>Duane. Grieb</u>	The same marked the substant	at 1950, aspiration processo	the above-
and acknowledgedual	요즘 것은 요즘은 것은 사람들은 물건에서 방법을 구성했는 것	每月4月1月,其1日。他自由的名言言言言。《云言言言	<u>telle service a service production de la construcción de la construcción de la construcción de la construcción</u>
and the foregoing inst	rument to behis	voluntary act and dee	d Dec
والمراجبة والمراجبة والمعردة والمواصلين المومين والمتعين والمعاد والمعاد والمعاد والمعاد والمعاد والمعاد والمع	승규의 이곳은 강가지 않는 김 가락을 받는 같아.	11 Summittee Andrew Andrew and a second second	u. belore me:
NOTO 67 1 ST FRE MULLET JULE	Autor consent of the	$\leq \frac{1}{2}$	
	to to the second se		
$\begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \end{array} \\ \end{array} $	producing of or the com-	instante par nos humos o plante with the provisions b 23-2 ante messaria	Notary Public.
"Goi"Pumuell' growners	where the second starts and the second start	A CHARLE MERCENTY OF THE	and the property of the method of the
the final of the coll of the the transfer of the	annan car ang tetapanan. Dunutur energia	my commission expires	
	witch or annourne a	man and to output the	ucene and in and
- h = h + h	Vir Ichan	gonn rejunch by the Govern Roun rejunch by the Govern Refrainin plagners and lane	
1 11 14/100	1: Valios	그는 그는 것을 거야? 한 문법을 수전을 했다.	전화 변화 전에 관계하는 것을 가지 않는 것이다.
STATE OF OREGON: COUN	TY OF KLAMATH.	t menulis, improvementary	
I hereby certify that the with			
I hereby certify that the with <u>November</u> A.D., 19 <u>79</u>	in instrument was re	ceived and filed for read	
of Maria	1t <u>3;45</u> 0'clock	(M)	nd on the <u>oth</u> day of
	on Page_ <u>_26199</u>	wi, and duly re	corded in Vol_ <u>M79</u>
FFF \$14.00		WM. D MILNE, Cou	
		By Dernetha M	nty Clerk
	化合物酸合物 化二氮磷酸盐 植物植物 医紧张的 威胁的人	DV KILAMATIAN 75 A	k
	가지 않는 것 같은 것이다. 동안은 것은 것이 같은 것이다.	HAR AND	Deputy

and construct department of the second of th

en needen in die eeste (d) meente maarden op bronder op breed op gebruik op (et som een een een een gebruike). Consider the second of noncover representation \mathcal{O} and \mathcal{O} (1) optimized in a line of the second of policy of the data and the second of the seco (D) structure in a second which the formation of an end of a DOMNE, CRUEB Contained a second of the second seco

the second secon

which the Government may by regulation impose, mending the interest rate it may charge, as a monitoring approximation in the transfer of the money o Insulate the amount thereof or the time within when such section may asstrought. (c) presenting assures that the amount thereof or the time within when such as following any lorger section (c) showing any upin of negamption encoded indicates and to have set and the day of the residuation indicates in the interest international of a section indicates and the interest international of the section of the interest international of the section of the interest international of the section of the interest international of the interest international of the section of the interest international of the interest international of the section of the interest international of the interest international of the section of the sectio spraisal, protesteau or exemption of the property of a projubilitie manufements of an astroni of a detectance magazine o formas the amount thereof on the more within which with a cline may he brought. It is a set that set of a detect 经日本公司 化拉马克克 (19) manager arrest that the Covernment will not be nound by any pleasan or burne is descriptions interest whereas emerginent in die or let prescribed antres peur stalling of the outdute brief by clediting fully anount of any debte of Borrewer toward to compare an in-

, provision or application, and to that end the provisions hereof are declared to be severable. (20). If signified the real for which, this restrongencie given shall be used to through the parameterization of found after wayes, and conveys all theme, included or consummate, of descent (down) and curres. transferror the property to a naw Borrower. Borrower expression waters the benefit of any study such such the more received in the more received and the such such as the property relation of the same tables and such as the such as the

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

(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.