demand rece 80229 such payments. Position 5 teom EmHY 451-f Okall charges and assessments in connection with water, water, 151: 8:00 was 1000 pertuing a range EmHY sary to the use of the real property described above, and promany deliver to the Covernments. (6) To use the loan evidenced by the note solely for purpose authorized by the Government.

(6) To use the loan evidenced by the REAT ESTATE MORTGAGE FOR OREGON.

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be applied on the note of any indebtedness to the Covernment secured hereby, in any order the Government determines. by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such the latest to the Government without demand at the place designated in the latest note and shall be repaid from the inst available collections received from the instance of the content in the content in

(C) All advances by the Government as described in this instrument, with intelest, shan be infinemately due and payable

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(4) Whether or not the note is insured by the Covernment, the Covernment may at any time pay any old (4) Whether or not the note is insured by the Covernment may at any time pay any old (4).

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated submit 13305. wherein called "Borrower," and au-

(JWHEREAS 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) Tion assumption agreement(s), herein called "inote," which has been executed by Borrower, is payable to the order of the p Government; authorizes bacceleration; of the centire indebtedness at the option of the Government, upon any default by

Borrower, land is described easyfollows indeptedness to the Government hereby secured and to indemnify and save harmless reservations, or conveyances specified hereinabove, and COVENANTS AN Junital Laters follows: Due Date of Linal bi Date of Instrument which sagingt all is Principally mount wands what socof Interest and hour mount is the constant POPPOWED Inchiniself, his hours, executors, administrators, successors and assigns WARRANTS THE TITLE to the

TO THAT Y ILL 1980 the brobert \$160,000.000 ment and its assign person is estimated January 1, 2022 of an har thereof of int-test therein all of which are belief called "the broberty." thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, consequee, or condemention or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining reasonably necessary to the use thereof, including, but not limited to, ranges, sefrigerators, chothes washers, clothes dry ers, profits thereof and revenues and income therefrom all improvements and personal property now or later attached thereis or 108611 And the inote evidences as loan stor Borrower!! and the Government; sat any time; may jassign 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 mote 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 SWLSEL of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

Meridian, Mamath County, Oregon The Stask of Section 33, Township No South, Renge 12 East of the Willemette

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mentary agreement, Borrower does hereby grant, bangain, sell, convey, mortgage, and assign with general warranty anto the hereinafter described, and the performance of every conceant and agreement of Bottowet contained berein of an any supply hereinafter described, and the performance of every conceant and agreement and assign with senioral warranty annotative mentary agreement. Bottower does beteby grant, bateain sell convey morteage, and assign with senioral warranty annotative. 2[] times to seeme the prompt payment sof all advances and expenditures and by the Government, with interest as all times to seeme the prompt payment sof every covenant and agreement of Borrower contained herein as an warmle bereinafter described, and the performance of every covenant and agreement of Borrower contained herein as an every hereinafter described, and the performance of every covenant and agreement of Borrower contained herein as an every hereinafter described, and the performance of every covenant and agreement of Borrower contained herein as an every payment of the property of the performance of every covenant and agreement of Borrower contained herein as an every payment of the property of th Government against loss under its insurance contract by teason of any default by Borrower and (c) in any event and at Government against loss under its insurance contract by reason of any default by Borrower and the Government with interest and expenditures made by the Government with interest and expenditures to secure the mirror payment at all advances and expenditures to secure the mirror payment at all advances and expenditures to secure the mirror payment at all advances and note is beld by an insured fielder, to secure performance of Borrower's agreement lightern to miscarding and some harmiess she note is beld by an insured fielder, to secure performance of Borrower's and tell a serv event one and fortile services to the Government against loss maler its ansurance contract hy reason of any default by Borrower and tell a services to the Government against loss maler its ansurance contract hy reason of any default by Borrower and tell a services to the Government against loss maler its ansurance contract hy reason of any default by Borrower and tell a services to the Government against loss maler its ansurance contract hy reason of any default by Borrower and tell a services to the Government against any against the second of the Government against the government against the second of the Government against the government against the second of the Government against the Government against the Government against the Government aga

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together with all rights; easements; thereditaments 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 profits thereof and revenues and income thereform, an improvements and personal property now of fater attached therefore reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, reasonably necessary to the use thereof, including, our not miniculto, ranges, terrigerators, ciothes washers, ciothes 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 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 mote by reason of any default by Borrower. At all times when the note is held by an insured; holder; Borrowers shall continue to make payments on the note to the Govern-

an inner when the note is near by an insured, noticer, portowers manicontinue sto make payments on the note to the Govern-Jonath as collection agent for the holders of the peter called the "Covernment," as confessed places of more blendessory notices. (2) To pay to the Government such fees and other charges vas 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, 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 (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, required, nerein to be paid by Borrower and not paid by min when due, as well as any costs and expenses for the preservation, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at

(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 by borrower to the Government without demand at the place designated in the latest note and shall be secured nereby. No such advance, by the Government shall relieve, Borrower from breach of his covenant to pay. Such advances, with interest, such advance by the bovernment snan reneve porrower from oteach 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 snan be repaid from the first available conections received from porrower. Otherwise, any payment made by porrower 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.

(8(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against water rights and water rights and water rights and water rights and water rights. the property; including all charges and assessments in connection with water, water rights, and water stock pertaining to or the property, including an energies and assessments in connection with water, water rights, and water stock pertaining to or reasonably inecessary to the use of the real property described above, and promptly deliver to the Government without

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- (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-

c (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 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

(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

(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 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 the dwelling or will otherwise make unavailable/or/adeny) the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and literaby disclaims; and will 'not (coinply with or attempt to unforce any restrictive covenants on the dwelling relating to race) color, religion, sex, or national origin, and (b) Borrower dwelling relating to race) color, religion? with or attempt to unforce any restrictive covenants on the address of the covenants of of the c

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SIALE OF OREGON, COOK I CHARLES	
I hereby cartify that the within instrument wa	received and filed for record on the <u>11th</u> day of
_ <u>FebruaryA.D., 1980_at4:20o'c</u>	ock_P_M., and duly recorded in Vol_MSO,
of <u>Mortgages</u> on Page 2	744
	WM. D. MILNE, County Clerk By Demucha House Ch. Deputy
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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 hormally will be the same as the post office address shown above). The question and one pecurae of trace color replace to the post office address shown above). The question of the post office address shown above). The question of the post of the pos

Lot (23) "If any provision of this instrument of 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 provision of applications and to that end the provisions hereof are declared to be severable; and to that end the provisions hereof are declared to be severable; and to that end the provisions hereof are declared to be severable; and to that end the provision of application, and to that end the provisions hereof are declared to be severable; and to that end the provisions hereof are declared to be severable; and to that end the provisions hereof are declared to be severable.

transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a limitations, (d) allowing any right of redemption of possession tollowing any foreclosure sale, or (e) limiting the conditions

relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy-