(7) To pay when due all taxes: KEAT ELYTE WOLLOW CHECKING RECOMPLY attaching to or assessed against the (14) To pay when due all taxes in assessing its first the larges and assessing its first and assessing to the teal property described above, and promptly de to be a soft pertaining to or selection to the line of the real property described above, and promptly de to be a soft property described above. Vol. 80 Page 2750

(6). To use the loan evidenced by the note solely for purpose authorized by the Government.

BOILDOTHIS:MORTGAGE is:made:andcentered/into/bys_ Donnie D. Heaton and Margret C. Heaton, such admapauquauqomitesni snall-relieve Borrower from meach of Borrower's covenant to pay soon advances with interest, shall be repaid from the first available collections (electived from Borrower, Otherwise, any may ment made by Borrower I Otherwise, any may ment made by Borrower I Otherwise, any may ment made by Borrower I Otherwise, any may ment made by the first available collections (electived from Borrower, Otherwise, any may ment made by

by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No Conuty, Otegou's without demand at the place designated by the latest note and shall be sured barning tower to the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place of the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand at the place designated by the Covernment without demand and the covernment without demand at the place designated by the Covernment without demand and the covernment with the covernment without demand and the covernment with the cov Mesiging in the case battle by the rate which has the highest interest rate.

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"Horocontent, authorizes acceleration of the entire indebtedness at the option of the Government upon any default is allowed and easily described as followed holder. Borrowed shall continue to make beyond the covernment and the Covernment against any loss under its insurance of payment of the Annual Rate of any appearance of the covernment in the Annual Rate of any appearance of the covernment in the Covernment of the Covernment in the Covernment is a continued by the covernment in the Covernment in the Annual Rate of any appearance of the covernment in the Covern

of any part thereof or interest therein all of which are herein called "the properly". thereto; and all payments at any time owing to Borrower by virtue of any sale; lease, transfer, conveyance, or condemnation reason (It the interest trate is less than it makes, or in part with loan tunds, all water, water rights, and with the the the interest and all maxements at any time owing to Berrouse by virtue of any cals base brancher, and any cals are the contract of the cals bearing the contract of the cals bearing the calculations. present makipe chaused as bronded in the note) on all improvements and personal property now or later attached thereto or reason (if the interest transition is included the property of the property of the stacked thereto or reason (if the interest transition is included in the property of the property

And the note evidences a loan to Borrower, and the Government, at cany itime, imay assign 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, or any other statutes administered by the Farmers Home Administration:

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;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a:

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 call convey processes and expenditures made by the Government and agreement. mentary 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) ofKlamath

PARCEL 1

NE¼NW¼, NW½NE¼, N½SE¼NW¼ and the N½SW½NE¼ of Section 4, Township 41 South, Range 10 East of the Willamette Meridian.

PARCEL 2

A tract of land situate in Section 2, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows: That portion of the Nz of said section lying easterly of the Northeasterly boundary of the D-1-C Lateral deeded to the United States of America in Deed Volume 111, page 183; south of the 6-C-1 Drain deeded to the United States of America in Deed Volume 111, page 183; and west of the Westerly right of way line of the Great Northern Railway, recorded October 13, 1932, in Deed Volume 99, page 109, records of Klamath County, Oregon. SAVING AND EXCEPTING therefrom the right of way of the K.I.D. No. 6 Drain recorded January 13, 1915, in Deed Volume 43, page 239, records of Klamath County, Oregon.

AND ALSO That portion of the Sk of said Section 2 lying Easterly of the Northeasterly right of way of Highway No. 39 and westerly of the Westerly boundary of the K.I.D. No. 6 Drain, recorded January 13, 1915, in Deed Volume 43, page 239, records of Klamath County, oregon, SAVING AND EXCEPTING therefrom that portion conveyed to the United States of America for the Del-C Lateral in Deed Volume the United States of America for the D-1-C Lateral in Deed Volume 111, page 183, records of Klamath County, Oregon. رم بال آآ

And the note evidences a loan to Borrower? and the Government sat any time, may assign 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, or any other statutes administered by the Farmers Home Administration. And it is the purposes 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. And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by

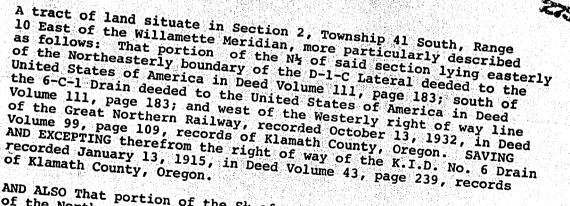
the Government pursuant to 42 U.S.C. §1490a;

Government pursuant to 42 U.S.C. §1490a.

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the none 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) ofKlamath. PARCEL 1

NEWNWW, NWWNEW, NWSEWNWW and the NYSWWNEW of Section 4, Township 41 South, Range 10 East of the Willamette Meridian. PARCEL 2



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NOW THEREFORE, in consideration of the branch and (a) at all times when the note is held by the Government, or the Covetument pursuant to 42 U.S.C. \$1490a.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by to secure the Government against loss under its insurance contract by reason of any default by Borrower.

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And it is the purpose and intent of this instrument that among other things, at all times when the no Government, or in the event the Government should assign this instrument without instrument of the note. In the countries the note that note the note in the note in the note that note the note in the note any other stateges administered by the Cambers Home Administration, porment thereof parsuant to the Concollidated Barnt and Russil Development Activity Title V of the Housing Act of 10,20,

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 Borrower's self, Borrower's 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 allitimes 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 holders of the entire indebtedness at the option of the Covernment apon any default by (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 number herein called the "Gavernment," as evidenced by one or more promissor, unless

(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 required herein to be paid by Borrower and not paid by Borrower 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 Borrower's covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrowen 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. USDA-FWHA 80562

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(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its

request, to deliver such policies to the Government.

(9) To maintain improvements in good to an and make repairs required by the Government; operate the property in a good and husbandmanlike mainner; comply with such farm conservation practices and farm and home management plans as impairment of the security covered thereby, of, without the written consent of the Government, cut, remove, or lease any be necessary for ordinary domestic purposes.

(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 (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or any mucoteuness to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- (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 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 day declare the entire amount unpaid under the note and any indepteuness to the Government nereby secured immediately due, and, payable; (b) for the account of Borrower incur. and pay reasonable expenses for repair or maintenance of and take evidence and without notice of bassing of said 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 imiting the amount thereof or the time within which such action may be brought; (c) prescribing any other statute of limiting the amount thereot 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 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 or rent the dwelling and has obtained the Covernment's consent to do so (a) heither corrower not anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable of deny the dwelling to anyone because of trace, color, religion, sex, or national origin, and (b) Borrower considerable and the declaration of the dwelling or will otherwise the declaration of the dwelling or will otherwise the declaration of the dwelling of of th recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the

until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Portland, Oregon 97205, and in the case of Borrower, at the address shown in the Farmers Home Administration Finance

at Portland, Oregon 97205, and in the case of Borrower, at the address shown in the farmers home Administration Finance Office records (which normally will be the same as the post office address shown above).

[Address of the blobert to a new Portland Control Borrower Rottower (Schozen), Market (16 pounding), and control by the portland 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 abbrary nonlessed of a exclusion of that end the provisions hereof are declared to be severable.

appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment of (19) Borrower agrees, that the Government will not be bound by any present or future laws, (a) providing for valuations (19). Borrower agrees, that the Government will not be bound by any present or future laws, (a) providing for valuations. Government, in the order prescribed above:

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rights and remedies provided herein or by present or future law. of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (c) enforce any and all other definition of the property, (c) of 8flyaphication by it a Lepinary, and the usual property of the property of (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby second immediate the entire amount unpaid under the note and any indebtedness to the Government hereby second immediately. (17) SHOULD DEFAULT occut in the performance or disching of any oxination in the interaction security that instrument, or should any one of the parties, named as Borrowen class to be defined in the parties named as Borrowen class to be defined in the parties named as Borrowen class to be defined in the parties named as Borrowen class to be defined in the parties in the parties named in the parties and any indebtedness to the Coveraintent hereby secured named (a) declare the entire anomal unpaid under the note and any indebtedness to the Coveraintent hereby secured named (a) declare the entire anomal unpaid under the note and any indebtedness to the Coveraintent hereby secured named (a) declare the entire anomal unpaid under the note and any indebtedness to the Coveraintent hereby

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to be purchased in a cooperative lending agency in connection such toan in sufficient amount to pay the note and any index 12 pear instrument lead or 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. Borrow WABGREL, C. HEALON of stequest, apply for and scrept such loans for similar purposes and periods and any incentions in sufficient amount to pay the note and any incentions. (15) If at any time it shall appear CKNOMTEDGMENT LOG OKEGON ble to obtain a loan from a preduction

applicable law, shall not be a waiver of or preclude the exercise of any such right or remody. Covernment whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by and (d) waive any other or its rights under this lizz runnent. Any and all this can and will be done with an afforment and other party's hability to the Government for payment of the note of the section and the continuous property and instrument unless the Government says otherwise in writing. HOWEVER, any tornearance by the deat section by this instrument unless the Government says otherwise in writing. CONNEX OF C. KITWALE STROMMENT (c) he Covernment: (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this lizariment. Any and all this can and will be done without affecting the light and (d) waive any other of its rights under this lizariment. evidenced by the note of any indebtedness to the Government secured by this instrument. (b) referse any party who is hable

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WM. D. MILNE, County, Clerk