

K-32914

(including recording charges and ad valorem taxes)

USDA-FmHA 427-1 OR (Rev. 9-20-76)

Position 5

Vol. 30 Page 2925

Form FmHA 427-1 OR (Rev. 9-20-76)

REAL ESTATE MORTGAGE FOR OREGON

80671

THIS MORTGAGE is made and entered into by GARY E. RANDALL AND NANCY RANDALL

residing in KLAMATH County, Oregon, whose post office address is Route 1 Box 68, Bonanza, Oregon 97623

herein called "Borrower," and:

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) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
2/13/1980	20,000.00	10.0%	2/13/2020

And the note evidences a loan to Borrower, and the Government, at 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:

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

See Exhibit A, attached hereto

The Northeast quarter of Section 35, Township 39 South, Range 12 East of the Willamette Meridian, EXCEPTING the portion thereof conveyed to the United States of America by deed recorded in Vol. 69 page 555, Deed records of Klamath County, Oregon, and EXCEPTING rights of way for existing roadways.

ALSO INCLUDING: complete sprinkler irrigation system including but not limited to the following items, and including any replacements of or additions to such system: 1196' Pierce Pivot; P150 end gun; Automatic restate; Low Temp shut down; Pressure loss shut down; Automatic end gun shut off;

[illegible][illegible]

1. The first of these is the fact that the United States has a long and distinguished history of leadership in the world. This leadership has been based on a number of factors, including the country's size, its economic power, and its military strength. The United States has been able to maintain this leadership for so long because of its unique combination of these factors. It has been able to project its power around the world, and to do so in a way that has been generally accepted by other nations. This has allowed the United States to play a leading role in the world, and to help shape the course of human events.

2. The second of these factors is the country's economic power. The United States has a large and diverse economy, which has allowed it to become one of the world's leading economic powers. This economic power has been a major factor in the country's ability to project its power around the world. It has allowed the United States to provide aid to other nations, and to influence the course of international events. The country's economic power has also been a major factor in its ability to maintain its leadership in the world.

3. The third of these factors is the country's military strength. The United States has a large and powerful military, which has been a major factor in its ability to project its power around the world. This military strength has allowed the United States to maintain its leadership in the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

4. The fourth of these factors is the country's unique combination of these factors. The United States has a unique combination of size, economic power, and military strength, which has allowed it to maintain its leadership in the world for so long. This unique combination of factors has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events.

5. The fifth of these factors is the country's long and distinguished history of leadership in the world. This history has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

6. The sixth of these factors is the country's economic power. This economic power has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

7. The seventh of these factors is the country's military strength. This military strength has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

8. The eighth of these factors is the country's unique combination of these factors. This unique combination of factors has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

9. The ninth of these factors is the country's long and distinguished history of leadership in the world. This history has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

10. The tenth of these factors is the country's economic power. This economic power has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

11. The eleventh of these factors is the country's military strength. This military strength has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

12. The twelfth of these factors is the country's unique combination of these factors. This unique combination of factors has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

13. The thirteenth of these factors is the country's long and distinguished history of leadership in the world. This history has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

14. The fourteenth of these factors is the country's economic power. This economic power has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

15. The fifteenth of these factors is the country's military strength. This military strength has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

16. The sixteenth of these factors is the country's unique combination of these factors. This unique combination of factors has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

17. The seventeenth of these factors is the country's long and distinguished history of leadership in the world. This history has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

18. The eighteenth of these factors is the country's economic power. This economic power has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

19. The nineteenth of these factors is the country's military strength. This military strength has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

20. The twentieth of these factors is the country's unique combination of these factors. This unique combination of factors has been a major factor in the country's ability to project its power around the world, and to help shape the course of human events. It has also been a major factor in the country's ability to provide aid to other nations, and to influence the course of international events.

(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.

(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 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 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 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 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 Government, in the order prescribed above.

(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.

(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 normally will be the same as the post office address shown 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 provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 13 day of February, 19 80.

Gary E. Randall
Nancy Randall

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON,

COUNTY OF Klamath

On this 13 day of February, 19 80, personally appeared the above-named Gary E. Randall and Nancy Randall

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(NOTARIAL SEAL)

[Signature]
Notary Public.

My Commission expires 8-5-83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of February A.D., 19 80 at 4:35 o'clock P. M., and duly recorded in Vol. M80 of Mortgages on Page 2925.

FEE \$14.00

WM. D. MILNE, County Clerk
By Bernice H. Hetch Deputy