ge USDA-EmHA iconone the taking

to Form FmHA.427-1 OR to the out beoletic geschied apose our brough (Rev-1-19-79) REAL ESTATE MORTGAGE FOR OREGON

Wordings THIS MORTCACE # 110.	REAL ESTATE MORT	GAGE FOR OREGON	ੈ Page 4352
THIS MORTGAGE is made		and around he dis Governi	anny e
THIS MORTGAGE is made HUSBAND AND WIFE	and entered into byDAN	IELE: LOWN AND LIN	DA L. LOWN,
			night of the state
residing in Charles the second of the second	KLAMATH.	much who be not spill or	Marine Commission
residing in	3. KLAMATH FALLS	Cor	anty, Oregon, whose post office
herein called "Po-	n fina eta da (Presidente). La como esta e		
WHEREAS Borrower is indebt United States Department of Agric or assumption agreement(s), herein Government, authorizes agree	or the company of the thirty of the company of the	รียันที่สังการโดยมหูนะ เหตุแล้ว โดย	telem komo dali egida og og sillita. Og
or assumption apartment of Agric	ulture, herein called the up	America, acting through the	in english the
United States Department of Agric or assumption agreement(s), herein Government, authorizes acceleration Borrower, and is described as followed	called "note," which has b	vernment," as evidenced by	one or more promises and
			is payable to the order of the
Government, authorizes acceleration Borrower, and is described as followers of Instrument	is measure of beamen.	the control of the Gov	ernment upon any default by
2/4/80/http://	अध्य महिमाल हिंद सहस्र १००० ।	Of Interest	Installment
te di Albania	ΨΟΣ•Ζ31:10	1、大学的"YOME"的 医异腺酚磺基酚医异亚亚	经净的 医病毒 人名
of any part thereof (ND TO HOVE) the price thereto this thereof the these there are extracted by the thereof are there.	any anto the Government ar	on a consequence of the property of the proper	2/4/87
of tarbooms for those and any line	Menta to restonente dalles "t	the property.	
distance and a state of the form of the fo	With die of the poor worth today to	g noy take reast, transfer, cor	Makemen
and may be changed as provided in the	76 IOI Iarm ownershi	D Or Operation 1	OF PROPERTY OF THE SECOND OF THE SECOND
7 And .t. " " " " " " " " " " " " " " " " " "		and house a secured	DV this instrument of
payment thereof pursuant to the Con-	Borrower, and the Government	ment, at any time	in to the late of the property of the second
And is in at	* WILLICIS FIOME Administration	The section of the value	the H
Government - Purpose and intent of	of this instrument of	·••	7 C O 1949, Or
of the payment of the note: but	ernment should assign this in	strument without insure	when the note is held by the
Government, or in the event the Government, or in the event the Government of the note: but of the note or attach to the debt evident to secure the Government against loss u	ced thereby, but as to the	insured holder, this instrume	of the note, this instrument
And this increase against loss u	nder its insurance contract by	e and such debt shall consti	tute an indemnity many

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, sell, convey, mortgage, and assign with general warranty unto the

SEE ATTACHED EXHIBIT A.

Geromment the fellowing property wheneved in the State of the part Count. In Till

peremaries described, and the polarisment of coary constitutional ages near of florescent from the polarism of coary constitutional ages near of florescent for cases, grain bangain, will contain the footiers of cases. all times to receive the prompt resemble of all physical expenditures made by the formation to making the contract the contract and the contract of the contra Coverment against loss maley les insurance contract by season of any default by it is a season and account the default by the season and account to the season and the season and the season and the season are season as a season as a season as a season as a season are season as a season as payment of the note and any tenewals and extensions affergef and any apparations cratery of their in the payment of the note and any tenewal holder in archive partornance of Bontower's speciment between partornance of Bontower's speciment in the part of the contract for an archive the senior of the distant fix it is a contract from an archive the senior of the distant fix it is a contract for an archive the senior of the distant fix it is a contract for a contract fix in the contract fix it is a contract for a contract fix it is a contract fix in the contract fix it is a contract fix in the contract fix it is a contract fix in the contract fix it is a contract fix in the contract fix it is a contract fix in the contr in the event the theoretizated should salut this instrument without historiace of the top want or the refer-NOW THEREFORE, in consideration of the loan(s) sufficient all theirs when the role is his of the con-

And this instrument also so in a the recolumn of any interest events or on an income a tract the teach and the teach of the teach and the teach of t Ao secure the Covarament agenesi fore mit et he no diance constant his reason et surv de buit hy hegrave. of the rote to an ach to the done established thereby, but as to the note and such debt stad constitute in the such moves payment of the note, but, when the note is held by an insured, finder, this introduce some stable moves of the note of the note in the note and the date of the note in the note and the date of the note in the note and the date of the note in the note and the date of the note in the theregonary, in in the lower his thinestheeth should assign this instrument without also cold, in the no-configuration in in the lower his times from the man is been sweak the new that the indirection cold and the cold is a second of the cold of And I is the purpose of a lighted of this maintained offer, among outer deligibles of these when the enentre an lare morphorophy is the planter. Home venture continger

the first mark in the first of edited from the Records, edge and 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 all times when the note is held by an insured holder. Borrower shall continue to make payments on the note to the Govern-

(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.

(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

(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 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.

(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 84.589

(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 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 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 for the debt from liability 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 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 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 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.

dwelling relating to race, color, religion, sex or national origin. questions to the control to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof. 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, 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), and contract the contract of the cont respectly to a new Borrower. Revenues expressly which the hundle of the mines of contents of the same of the same to borrower and expression to the hundle of the same to borrower. (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 and application and to that end the provisions hereof are declared to be severable. superfield homestead or exemption of the property, (b) prolibiting maintenance of an action for a definition of the property (b) prolibiting maintenance of an action for a definition of the property of the (19), horrower agreet that yes (so comment will not be bound by any present or findic lines, to) president to a statistic homestead or exemption of the remarks the maintaining majoragement of as action for a debance of a s Concernations, in the opine prescribed dioxehand sum of the pinchase price by crediting such amount on earl debts of hericary, caches to the all or any pa for the property, she Coveringent and Its egants may bid and derichase us a smorter barbane of pole Taken where or the superface over a pole-continue or a minum size any labour of the continue and or in the superface of the superf of Berrows: owing to an insured by the Generalism and Chang balance to Borrower, Ar "greatowar of above we was an allocations of an experience of the Community and the may bid and become as a stranger of the community and the may bid and the foreign of the community and the balance of the community and the community of accord required by the or a compered, court in below paid, (c) at the languaginary squiren any other or an income of the first man below to the Removaer. At tour-decine of the first were notice to the invariant by the Characteristic and C) and belones to Removaer. At tour-decine of the first were named to Removaer. be so man, (c) the debt evidenced by the mate and all inveltedness to the Government's greed hereby, (d) more than the same test that connected annual contract to he so and the financial for the contract court to he so and the financial for the contract court to he so and the financial for the contract court to he so and the financial for the contract court to he said and the financial for the contract court to he said and the financial for the contract court of the contract cour incident to epitor, not extensible with the provisions hereof (b) any prior have required by law or a sound interest the content of the entire of the rest to the Content of the evidence if by the none and all interlinedness to the Content of the sound hereby. The rest to the content of the evidence if by the none and all interlinedness to the Content of the sound hereby. (18). The proceeds of fenciosus sais still be applied in the following order of the parament of the sain seasons are a contraction of the sain of the golds and remoders primated mores on by pressult or future have at recovers by the course, (ii) Exectors this instrument as provided herein or by his and (i), subside the size of the course of of 1600 for the process of the following of the partition of the process of the p and experience of the solven comment of the solven of the 111) Detaut herenceder shall same trute of crack moder any DANIEF & "FOMN to to be true based in a symptomize lending againsy in Commaction See, such an in the rang board to be a functional to pay the roots and any included to be sometimes of pays the roots and any included en proming emprejon, sommer to man por one and an incompanie to proming the entire to proming the entire expension and the companies of the co (12) If at any tone it should be not as a The magnetimes are proportional community of proportional portions, the results of operation for the results of the continuent of the portions of the continuent of the contin aght seanigh ha the indimment adoes in Cossequentianys otherwise in a times. HOEEVER, and a sub-Grandiscoping the transfer of internals are a sub- sea material sounds and another recomment for all our Grandiscoping that is sub- six alternals are a sub-STATE:OF OREGON is strained in the second of the constraint was different for the second of the seco and (c) comes and rather string theory in a second of the property of the prop rights as translating betwarder, madeding but not fronted to the power to give consents, partial reference of the power to give our median relative between the state of the first of our benefit to the first of the first of the first of our benefit. and acknowledged the foregoing instrument to be an THEIR would voluntary act and deed. Before me; and acknowledged the foregoing instrument to be an THEIR woluntary act and deed. Before me:

A Company of the control of the c

and and distributions manner comply with such farm conservation practices and tank and home management plant to (9) To maintain lauproventeurs in 200d repart and usake repairs required by the Coveriment, operate the project of the continuous project of the project of required the follow's such policies to the Community

(8) To keep the property incomes to the Commentum.

A parcel of land lying in Section 29 and 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being a portion of that real property described on page 659, Volume 259, said parcel more particularly described

Starting at a steel stake set in a mound of stone, which stake marks the Northeast corner of the SE% of the SW%, Section 29; thence North 89° 19.9' West 368 feet along a well established fence line to a fence corner; thence South 6° 21' East 2571.58 feet along a well established fence line to a steel stake; thence North 74° 20.9' East 665.09 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 703.07 feet to a steel stake; thence North 0° 53' East 759.84 feet along a well established fence line to a fence corner; thence North 49° 07' West 23.82 feet to a fence corner; thence North 0° 53' East 907 feet along a well established fence line to a fence corner; thence South 79° 07' East 18.53 feet to a fence corner; thence North 0° 53' East 471.75 feet along a well established fence line to a fence corner; thence North 89° 19.9' West 1326.07 feet along a well established fence line to the place of beginning.

TOGETHER WITH a non-exclusive right of ingress and egress across a 60 foot strip of land adjoining the above described parcel, said strip more particularly described as follows:

Starting at the steel stake which lies on the Southerly line of the above described parcel of land and which steel stake lies North 74° 20.9' East 665.09 feet from the Southwest corner of the above described parcel of land; thence South 4° 11.3' East 863.71 feet more or less to a steel stake which lies on the Northerly right of way line of Oregon Highway 66 as constructed; thence North 72° 56.4' East 30.77 feet along said right of way line to a steel stake; thence North 72° 56.4' East 30.77 feet along said right of way line to a steel stake; thence North 4° 11.3' West 862.06 feet more or less to a steel stake which lies on the South line of the above described parcel; thence South 74° 20.9' West 30.61 feet along said South line to a steel stake; thence South 74° 20.9' West 30.61 feet along said South line to the place of

2 Ha

TATE OF OREGON; COUNTY OF KLAMATH; 88.

led for record at request of ___Farmers llome Administration nis __7th day of Narch ____A. D. 1980_ at 10: 24 M., on fully recorded in Vol. <u>M80</u>, of <u>Mortgages</u> on Page 4352 By Delme Ha Sheloch

Fee \$17.50