(Rev. 119.79) Figure of the State Mortgage For Oregon

THIS MORTGAGE is made and entered into h	THOMAS W. MALLAMS & BEVERLY S. MALLAMS,
M. Talila CII	。1915年1日 - 1917年 - 1917年 - 1918年 - 19
address is P. O. Box 16, Beatty	County, Oregon, whose post office
WHEREAS	
or, assumption, agreement of Agriculture, therein called one, we describe a sumption agreement of the sum of t	States of America, acting through the Farmers Home Administration, d the "Government," as evidenced by one or more promissory note(s) high has been executed by Rorrical to the state of the second by Rorrical to the state of the second by Rorrical to the second by the

Uni or or a ent(s), herein called "note." which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

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the cards and transplant to first and it work on a past and knowledge of which which before a

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, or

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, 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: The South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the West $\frac{1}{2}$ of the SW $\frac{1}{4}$; All Section 35, Township 35 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon. PARCEL 2:
- The \mathbb{S}_{+}^{2} , the \mathbb{NW}_{+}^{1} , the \mathbb{SW}_{+}^{1} of the \mathbb{NE}_{+}^{1} and the \mathbb{W}_{2}^{1} of the \mathbb{SE}_{+}^{1} of the \mathbb{NE}_{+}^{1} ; All Section 2, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and parameter and para together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and properly now or later attached thereto or including but not limited to range refrigerators clothes washers clothes drivers profits thereof and revenues and income theretrom, all improvements and personal property now or later attached thereto or carneting purchased or financed in whole or in part with loan funds all water rights and water stock pertaining reasonably necessary to the use thereof, including, but not limited to, ranges, retrigerators, 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 to Rorrower by virtue of any sale lesse transfer conveyance or condemnation or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining the part thereof or interact therein all of which are begin called "the property". 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 BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE companies of conveyances specified herainabove and COVENANTS AND ACREES as follows. 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 (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnity and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At Rorrower shall continue to make nauments on the note to the Government. the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agant for the holder. the Farmers Home Administration.

(2) To pay to the Government such fees and other charges as 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 are the follower and not paid by Rorrower when due as well as any costs and expenses for the present the present and expenses for the pre (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 present of this lien as advances for the account of Rorrower All such advances shall bear required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the servation, 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.

Recover to the Covernment without demand at the place decimated in the latest note and shall be secured hereby. No (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and peyable 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 Borrower's covenant to pay. Such advances, with a repaid from the first available collections recailed from Rorrower Otherwice and payment made by such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, with notificer any indebtedness to the Covernment secured heraby in any order the Covernment. micrest, snall 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

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

(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 material to the property including all charges and assessments in connection with water water rights and water stock partition to or (1) 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 assessed against described above, and property described above. the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or demand receipts evidencing such payments. Property described above, and promptly deliver to the Government without

(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.

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 maintain 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 timber, gravel, oil gas, coal, or other minerals except as may 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

?) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumoered, cily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, sisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof. an

13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants ar 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 evide ed 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

(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 should any one of the parties named as nortower the of or declared an incompetent, a cankrupt, of 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 possession of, operate of fent the property, (c) upon application by it and production of this instrume... 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 and its agents may bid and purchase as a stranger and may pay the Government and its agents may bid and purchase as a stranger and may pay the Government and its agents may bid and purchase as a stranger and may pay the Government and its agents may bid and purchase as a stranger and may pay the Government and its agents may bid and purchase as a stranger and may pay the Government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may pay the government and its agents may be described as a stranger and may be described as a stranger as a stranger as a stranger and may be described as a strang ment'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 appraisal, nomestead of exemption of the property, (c) promotting maintenance of an action for a deficiency judgment of limiting the amount thereof of 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 or fent the dwelling and has obtained the Government's consent to do so (a) neither horrower 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, eclor, religion, sex or national arisin. recommers as utegal and hareby disclaims, and will not comply with distinguish of all and hareby disclaims. 1620 States at their and paraph discipline and will not receive any the arrestine at the Administration, and to its future (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 Farmer, Home Administration, at Portland, Oregon 97205, and in the case of Borrower at the address shown in the Farmers Hom. 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 circums nees 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: Geographers in the radio overstitud aboves. there are agreement for the beam rate of present a summariant and the beam the beam of the second to ment of the transfer of the first the property of the state of the frequency of the state of the make such that the same as the antised graph and the past of the same constraint of the same such that the s transferred a special telescope of the brings among a per transfer of the special 1839 - Albani de la Parta de Come de las Brancostas en Conscionales THOMAS W. MALLAMS the contraction of the point of the Constitution of the Personal Constitution of the C ACKNOWLEDGMENT FOR OREGON **CLYALE OE OBECON** en caste en en de relance. Dan entre estre en el schendige se chabere Lefte el stacol de che el estre entre ante en vivoletere de francistat per en confinement (in wellte per la Chemistration de tibre el rice de secreta in vivoletere de francistat de des confinements. STATE OF OREGON as taken to the state of the On this day of May 1980, personally appeared the abovenamed Thomas W. Mallams & Beverly S. Mallams, husband and wife विवाद के एक बहुमा व वह प्रवादाक का मुख्य वर्ष कांग्र वह महत्वपु पर दक्ष कामक अप प्रवाद के का प्रवाद विवाद and acknowledged the foregoing instrument to be their voluntary act and deed. Before me: FARMERS: HOME ADMINISTRATION MESTAminission expires 2-20-83

KLAMATH FALLS, OR 97601 range and the property of the pro-STATE OF UREGON; COUNTY OF KLAMATH; ss. . I hereby certify that the within instrument was received and filed for record on the 14th A.D., 19 80 at 4:25 o'clock P M., and duly recorded in Vol _day of ___on Page___8910 FEE ____\$14.00