USDA-FmHA - Form FmHA 427-1 OR										
(Rev. 1-19-79) equal of the second se										
THIS MORTGAGE is made and entered into by										
County, Oregon, whose post office residing in the residue of the second se										
address is 2										
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, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by										
Borrower, and is described as follows: The construction of the providence of the pr										
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Supervised and the interest rate is less than <u>the other of farm ownership or operating loan(s)</u> secured by this instrument, the secure (If the interest rate is less than <u>the other of farm ownership or operating loan(s)</u> secured by this instrument, the rate may be changed as provided in the note.) on the other of the operating farm ownership or operating loan(s) secured by this instrument, the secure of the other of the other of the other.										
payment thereof pursuant to the Consolidated rank and Real Bernard Parks and Personal and the 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 shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment shall 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 of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage.										
And this instrument also secures the recapture of any interest credit of subsidy which may be generated 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 all times to secure the performance of every covenant and agreement of Borrower contained herein or in any supple-hereinafter described, and the performance of every covenant and agreement of Borrower contained herein warranty unto the 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) of										
KLAMATH										
SEE EXHIBIT A										

SEE EXHIPTL V

Constitution the fundation of a strated in the State of Cheseral Contraction.

แหล่มต้นไปสี่มีสสมันนี้ๆ Both ต้อง คระจะสัตว์สังหมาให้สารสมับ 2011 เวลาสังวิ มายารีปรัฐโตรม สัตว์ไม้ คระมี - กราม เรนไปปี้จะ ffertunfter Behörflögt แก่ยังโรก การสารสารสาร สาราชสารสารสารสารสารการการการการการสารการการการการการการการการกา การสารสารสารสารสาร การการการการการสารสารสารสารสารสารการการการการสารสารการการสารสารการการการการการการการการการกา all schebe bliggebed the provide pression of all fideances and dispersions, models by fid do so more or given. Recommended decided as the merided set of March Riversky, such decides of Bressey and set of a solution of the Guvernment grange from under Die manunder Schnitzli by regions C. supplichtable by Boll Scholar strategies aug Richten in somen die manifel schender och die edennise solle Construction, weddelte Stepp, soller strategies au fore is field iff an mained froider, treiseante fielfonnenen ei Burroute supermydis basar in fallsour e som ans Giveriment stanne som maar fit maarine schmaat het maare fit met ferullt av gal staar of oor as and and กษรทดัญ ณี ปลาณชรรษรี มาติ (จะครั้งตร มนตีโจรเปรี่มีเมติ (ประวัติปัญญั มาติ อย่างการประวัติที่มีชัญญัตร (ค.ศ. 1 นาย 15 มณี 35 ชัก.ศรีมารี โครโค (การจากร ก็สหิมามากษา ฮา ซอกรับกร การสารสารตรรรษที่ (ค.ศ. 1976) (ค.ศ. 1976) (ค.ศ th the spectratic Concentration and a solid chief in the determinant of the provided of the particle of the solid of the MMCTHERTORY and the result of the bar marginer of the second seco

าร์ มาร์สมัย (และเสมุทย์) ให้เขา (อาร์สมกุณระยะไม่สี่เมตร กระสมการ์ (อาร์สาร์) (อาร์สาร์) (อาร์สาร์) (อาร์สาร์ ta Richards a dissolar di distri a chi a colla le colla la cata the care a collade, cost di the contactus sur geochic, co en manderita Conservana a cose a la care de la name develar taca con dia an datali se a conserva And Bod Her parts of each of the set of the methods with and the methods of the start of the set of the set of the set of the methods and the set of the s

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 ment as collection agent for the holder the only could and the

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, the Farmers Home Administration.

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 pre-

servation, protection, or enforcement of this hen, 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 interest at the rate borne by the note which has the highest interest rate.

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

demand receipts evidencing such payments.



(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 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 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 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 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. 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.

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Government, hethe order prescribed above. mears, stare ob the parabase price by crediting such annum on any down of lingrading all or any part of the property, the Covernment and its agents muy but and purchase as a strange of Borrower owing to or meaned by the clovernment, and (from belance to Borrower, at parameter of record required by his of a subspace court to be so paid, set as the Constitution of the pt as brief (c) the dept indepted for the note any ill match dues to the Constantial court of the inden is afforent in completing with the arbynamic florest, (a) and from the reach the sector of (18) The proceeds in structure sits shall be unpleader and the restored of the process of the second s that and comedies provided notes of the present of insure the

(13) 121 01 (16 Diobell), 10 5 new pollowar, pollower, exclusion, water the period of circumstances is held invalid, such [23] alf 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. appraisal, homostead or exemption of the property, (b) probleming memoriance of an acut (19). Bortower agrees that the Government will not be bound by any present in farme

Office records (which normally will be the same as the post office address shown above).

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, at Pottland, Oregon 97205, and in the case of Borrower at the address shown in the Farmers Home Administration Finance

dyelling relating to race, color, religion, say or multiplat organ. (21). This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future

DONNA K. MATESON

23538

NOTARY PUBLIC ORECON

PARCEL 1

All that portion of the SE 1/4 SW 1/4 lying South of the Irrigation Ditch which runs through the said forty in Section 33, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon; SAVING AND EXCEPTING the potato cellar in the Southeast corner of said described tract, being a tract of land 36 feet North and South by 152 feet East and West; and EXCEPTING a right of way 16 feet wide to the Northwest corner of said potato cellar and along the North side of said cellar to the North and South road along the East side of said cellar for ingress and egress from other land as reserved by former owners; AND ALSO EXCEPTING part of the SE 1/4 SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, as follows:

Beginning at a point on the East line of said SE 1/4 SW 1/4 of Section 33 and the center line of the irrigation ditch which runs through said SE 1/4 SW 1/4; thence South along said East line of said SE 1/4 SW 1/4 a distance of 193 feet; thence West a distance of 250 feet; thence North and parallel with the East line of said SE 1/4SW 1/4 a distance of 239 feet to the center line of said irrigation ditch; thence Easterly along said center line to the point of beginning.

PARCEL 2

That part of the E 1/2 E 1/2 of Section 32 and part of the W 1/2SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as beginning at the Southwest corner of the E 1/2 SE 1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian, and running thence North along the forty line a distance of 1300 feet, more or less, to a point where the center line of the East-West Canal of the Shasta View Irrigation District extended meets the forty line; thence East a distance of 65 feet, more or less, to a point on the West bank of said North-South canal of Shasta View Irrigation District; thence South along the West bank of said North-South Canal a distance of 10 feet to a point; thence Easterly following the South bank of said East-West Canal through the E 1/2 SE 1/4 of Section 32, and the W 1/2 SW 1/4 of Section 33, Both in said Township 40 South, Range 12 East of the Willamette Meridian, to the Easterly line of the W 1/2 SW 1/4 of Section 33; thence South along the Easterly line of the W 1/2 SW 1/4 of Section 33 to the Township line; thence Westerly along the township line to the point of beginning, being in the E 1/2 SE 1/4 of Section 32, and the W 1/2 SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian; SAVING AND EXCEPTING tract of land described as beginning at an iron pin on the South section line which lies West 781.5 feet from the Southeast corner of the SW 1/4

Exhibit "A" (Continued)

SW 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian and running thence North a distance of 95 feet Willamette Meridian and running thence North a distance of 95 feet to an iron pin; thence North 56° 35' West a distance of 961 feet to an iron pin; thence South 33° 25' Mest a distance of 45 feet trigation Canal, thence South 36° 25' Fact along the Shasta View Irrigation Canal; thence South 36° 25' East along the East bank of the above mentioned canal a distance of 200.00 feet to an iron pin; thence continuing along the East bank of the above mentioned canal South 30° 14' East a distance of 492.8 feet to an iron pin which lies on the Section line; thence East along the section line a distance of 460 feet, more or less, to the point of beginning, being in the SW 1/4 SW 1/4 of Section 33, and in the SE 1/4 SE 1/4 of Section 32, both sections in Township 40 South, Range 12 East of the Willamette Meridian, said exception being for the West Reservoir. PARCEL 3

The NW 1/4 SE 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon. This Mortgage is also given to further secure the oblications secured by hereinbefore described mortgage to the Goverment, which mortgage shall Return to: TA-Donne

13601

TE OF OREGON; COUNTY OF KLAMATH; 8.

his ______ day of ______

fuly recorded in Vol. M80

A. D. 19_80 at 10:22 oclock A M., and Mortgages ___ on Page 13596

Wm D. MILNE, County Cleri Dernetha.

Fee \$21.00