ge USDA-EmHA igenerut anch balaneura qc/USPA-EMHA iqeucius anch baλωστικ: Position 3
1csForm FmHA 427:1 ORpe nee σξ της τερι biobenta qcsciped apoaes and biombil Vol. 161 Page 14127 tic(Rev. 1-19-79) inding all charges and assessments in connection with realer water lights

(1) To pay whelf the all the extra result in the state of the state of

(0) To use the joan evidenced by the note solely for purpose suthorized by the Covernment

deteopines. BORD THIS MORTGAGE is made and entered into by in Nelson I will be properly thickelsen and Elaine (H. Mikkelsen, and Elaine (H. Mikkelsen, and Elaine) in Mikkelsen, and Elain such advince by the Government shall relicite Borrower from breach of Borrower's covenant to pay, Such advance, with 

(5) All advances by the Covering in as described in this instrument, with interest, shall be immediately due and payable County, Oregon, whose post office set as a desired for the account of Borrower All such advances and the account of Borrower All such accounts of the account of the denced receiv <u>Harriman Route Box 56A, Klamath Falls et due de de man de com due</u> Oregon 97601: les address is 15 Menior de man de com de commune de la production de commune de

assessments together beginners and other charles about the moutaining becomes

herein called a Borrower, and section is an example of the section of the sec 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

or assumption agreement(s), neven caned note, which has been executed by Bollowel, is payable to the older of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Bollowell as acceleration of the Covernment upon any default by Bollowell as acceleration of the Bollowell as followed by Bollowell and the state of the block of the

Trifix 58 V1360 Borower's self, Borower's heirs, executors, administrators, success are asserts WAIVEANTS THE

TO HAVE AND TO HOLD the property onto the Covernment and its assigns forever in fee sumple.

of any part thereof or interest therein all of which are herein called "the property". tratego, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, convey an e, or condemnative er carpeluig purtnased of liganced in whole or in part with loan funds, all water, water rights, and water stock pertaining sazol/(If the interest fate is less than 1. 1021/011.9% for farm ownership of operating loan(s) secured by this instrument, then the btongs the changed as provided in the hote) our all unblockenships and because the best to two or place attempts the changed as provided in the hote) our all unblockenships and because the best to the changed the course the change the change the course the change the change

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

Government the following property situated in the State of Oregon, County (ies) of ......Klemath

Lots 15, 16, 17, 18, 19, and 22, block 8, Fox Hollow

## Lots 15, 16, 17, 10, 19, and 22, block A, For Hollow

Government the following property, strusted in the State of Oregon, County (les) of --- Edsistaria,

mentary as coment. Borrower does hereby grant. bargain, sell, convey, mortgage, and assign with general warrance unto the lecenalist discribed, and the performance of cycly covenant and agreement of Borrower contained herein er in any suppleall times to secure the prompt payment of all advances and expendicutes made by the Government, with microst, as GOVERNMENT ABBIEST, Monthly Its mismance contract by reason of any detailt by Borrower, and (2) in any event and at plyment of one note and any tenewars and a sentence and any any agreement herein to disciplify and same harmes; the Payment of the note and any tenewals and extensions flered, and any agreements contained therein (a) at all times when the in the event the Government shoult, 550gn this instrument without insurance of the payment at the bute to seem prompt NOW THEREFORE in consideration of the founds) and (a fait all times when the note is held by the Coverances of the American Source instances of the management of the automorphisms of the faith of source instances.

زيخ

And this instrument also secures the reconting of any interest credit or subsidy which may be granted to the Bertance of This Coveryment pursuant to 42.1/3.2 - 314003

to secure the Government against loss under les insurance contract by reason of any default by Bortower. of the note or allach to the debt evidenced thereby, but as to the note, and such debt shall constitute at indemnity mortigate. Shall secure payment of the note; but when the note is field by an insured, holder, this listrument chall not secure by meaning the note is field by an insured, holder, this listrument chall not secure by meaning and including the note is properties. And it is the purpose and intent of this instrument that, among other things, at all times when the interpolation the Covernment should assign this instrument without insurance of the Table Bust ament shall seeme necessary the insurance of the notes but when the notes when the notes with the an insurance holder this instrument shall not seeme as a first the same and insured should be the same as a first the same and insured should be seemed as a first think instrument shall not seeme as a first the same and insured should be seemed as a first think instrument shall not seeme as a first think insurance of the same as a first think insurance of the same and insured should be seemed as a first think insurance of the same and t

the rest of the sequence of the period plants from all improvements and personal property now or later attached thereto or profits thereof and revenues and improvements and personal property now or later attached thereto or profits thereof and revenues and improvements and personal property now or later attached thereto or profits thereof and revenues and improvements and personal property now or later attached thereto or profits thereof and revenues and improvements and personal property now or later attached thereto or profits thereof and revenues and improvements and personal property now or later attached thereto profits thereof and revenues and improvements and personal property now or later attached thereto profits thereof and revenues and improvements and personal property now or later attached thereto profits thereof and revenues and improvements and personal property now or later attached thereto profits thereof and revenues and improvements and personal property now or later attached thereto profits thereof and revenues and personal property now or later attached thereto profits thereof and revenues and personal property now or later attached thereto profits thereof and revenues and personal property now or later attached thereto profits thereof and revenues and personal property now or later attached thereto profits thereof and revenues and personal property now or later attached the personal profits thereof and revenues and personal profits thereof and revenues and personal profits attached the personal profits the personal profits attached the personal prof together with an rights, interests, easements, nereuitaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached therefoot profits thereof and revenues and income therefrom, all improvements and personal property now or later attached therefore. 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 thereto, and an payments at any time owing to bottower by virtue or any sate, leave 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 agains Oall lawful claims and demands whatsoever except any liens, encumbrances,

easements, reservations, or conveyances specified hereinaboys, 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 Covernment against any loss under its insurance of payment of the note by reason of any default by Borrower. At the Government against any, loss under its insurance of payment of the note by reason of any default by Borrower. At Borrower, shall continue to make payments on the note to the Government as collection agent for the holder with the collection agent for the collection agent for the holder with the collection agent for the holder with the collection agent for the holder with the collection agent for the collecti

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts assessments, insurance premiums and other charges upon the mortgaged premises. required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the prerequired netern to be paid by Borrower and not paid by Borrower, when due, as wen 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 lightering the borrower and the bighest interest rate.

scivation, protection, or emotection of this neil, as advances for the account of bottower. An attended and occurrent of this heart of the highest interest rate: 5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable lovernment as described in this instrument, with interest, shall be immediately due and payable lovernment as described in this place designated in the latest note and shall be secured because by Borrowers 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 such auvance by the Government shall reneve bottower from breach of bottower'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.

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 the property; including all charges and assessments in connection with water, water rights, and water stock perfaming thout reasonably necessary to the use of the real property described above, and promptly deliver to the Government without determines. demand receipts evidencing such payments.

(8) To keep the property insured as required by required by request, to deliver such policies to the Government and, at its

(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 be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay of reimburge 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 of otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgages hereunder, including but not limited to the power to grant consents, partial releases, subordinations, rights as mortgagee nereunder, including out not immited 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

(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 on 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 tile Government's request, apply for and accept the note and any indebtedness secured bereby and to nay for any stock necessary. such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary

(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 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 tepair 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

(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 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) He any part of the loan for which this instrument is given shall be used to finance the purchase, construction of 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 horrower nor lanyone 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 nake 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

QUARTIES LEGITIES to Lace color replaces sex of usitional original or arresults to entoke and legiticities consists of the farmers Home Administration, and to its future (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 bereof negulations not inconsistent with the express provisions hereof, acquere for the energy of the result of the express provisions hereof. of o((22)): Notices given hereunder shall be sentuby certified mail, unless otherwise required by law, addressed! unless and until some other address is designated in a notice solgiven 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 critical transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law Borrower hereby will (23) ciff any provision of this instrument for application, thereofs to lany sperson, on circumstances is held invalid, such invalidity swill not affect other (provisions or applications of the linstrument which can be given effect without the invalid provision or application, and to that end the provisions hereoffare/declared to be severable hereoffare and other provision or application, and to that end the provisions hereoffare/declared to be severable hereoffare and other provisions of the provision of th (19) Borrower, agrees, that the Gavernment will not be bound by any present or inture laws, (a) providing for sabint on all or any part of the property: the Government, and its agents may bid and purchase as a stranger course or some successive or some successive of some successive or of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower cwing to or insured by the Covernment, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its around may bid and purchase as a stranger and may be Governincident to enforcing or complying with the provisions hereof. (b) any prior liens required by law or a competent or incidenced by the note and all indebtedness to the Covernment secured beceby (d) inferior liens of record remared by law in a competent confit in the so haid for its the Covernment secured beceby (d) inferior liens (18). The proceeds of foreclosure sale stail be applied in the following order to the payment of (0) costs and expenses that are arrived from the payment of (0) costs and expenses that are arrived from the following from the payment of (0) costs and expenses of receivers in like cases, (d) forectose this instrument as provided betein or by law, and (e) enforce and and all other possessing of, operate of rent the property (or upon application by it and production of this instrume, without obtain of reservers in the cases (d) forestore the instrument se provided berein or the law and (e) suffices and and an entirement se provided berein or the law and (e) suffices and and an entirement second berein or the law and (e) suffices and and sufficient shall constitute detaule hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of an obligation in this distriment or secured by the instrument or should any one of the parties named as flortower die of the deflate of an obligation in this distriment or secured by the anstrument or make an assignment for the benefit of creditors, the Government at its option, with or without notice and any oldedare the entire amount under the note and any midelications to the covernment at its option, with or without notice and the MLLMESS, the (payards) of Bousone, this property, (ex upon application by it and production of this instrume, without oblight assession of operate of rent the property, (ex upon application by it and production of this instrume, without oblight (10) Default hereunder shall constitute default under any oth NETS Be MIKKETZEN lattel security matrament held or tering for loans for similar purposes and periods of time, borrower EIV INEA His WIKKETSBN request, april to and accept the purchased in a cooperative feeding agency, in connection, Such to Default hereunder shall constitute default under any otherwise feeding agency in connection. insafed by the Government and executed or assumed by Boredebt scoured by this instrument impers the Covernment says otherwise in writing HOWEVER, any Interstance by the Covernment—whether once or otten-in exercising any right or remedy under this instrument, or otherwise afternoon (15) If at any time it shall appear to the Covernment that Burrower hash of the otherwise afternoon eredit association, a Faderal-land bank, or other responsible cooperative or private veeds source, at reasonable rates and ferring for foans for similar purposes and periods of time, flortower EITLINE His MIKKETSEN request, apply for and accept debt sconted by this distriminal unless the Government says otherwise in Witting HOWEVER, any Influentance by the STATE OF OREGON INSTANCE OF BUILDING THE CONTRIBUTE OF STATE OF THE CONTRIBUTE OF TH and (d) waive any office of its reflix under this use; assertanced, be access particular to the particular streeting the near num (g) water any other of its rights anger this its standar. Any and all this can and will be depressed by the property of the property of the constant of the constant of the property of the constant of the constant of the property of the constant of the constant of the property of the constant of the constant of the property of the constant of the constant of the constant of the property of the constant of th Correlated TAIR years costs of fectoring this and other institutions. It follows the costs of fectoring this and other institutions. It follows the costs of fectoring this and other institutions. It follows the costs of fectoring this and other institutions. It follows the costs of fectoring this and other institutions. It follows the costs of feetoring the constraint of the constitutions of the constitution of the constitutions affecting the hoperty.

The constitution of the const STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the \_\_\_\_30th\_day of \_o'clock\_A\_M., and duly recorded in Vol\_M80 \_\_A.D., 19<u>\_80</u>\_at<u>\_\_9:37</u> Mortgages \$14.00