## T/A 38-21909-5-J

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CEOM FMHA427). OR is use of the test property described above, and promptly defree Source Coordinate without to or assessed agentation (I). To pay when due all taxes, IEEMPLESTATE: WORLEAGE FOR ORECON attaching to or assessed agentation (1). To pay when due all taxes, IEEMPLESTATE: WORLEAGE FOR ORECON attaching to or assessed agentation (1). To pay when due all taxes, IEEMPLESTATE: WORLEAGE FOR ORECON attaching to or assessed agentation (1). To pay when due all taxes, IEEMPLESTATE: WORLEAGE FOR ORECON attaching to or assessed agentation (1). To pay when due all taxes, IEEMPLESTATE: WORLEAGE FOR ORECON attaching to or assessed agentation (1).

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

Borro THIS! MORTGACE is' made and entered into by wayne L. FAHSHOLTZ; and JUDITH R. such EARSHOLTZ Covernment shall relieve Borrower from breach of Borrower's coversal to pay such advances with by formweren the Government without demand in the place designated in the latest note and shall be secured hereby. No (2) All advances by the Government as described in this instruction of the MALH County, Oregon, whose bost office siding in the second second

servation, biotectrons of conforcement of this feet as advances for the second of portoo at vill such second of 97623. [4]. Whether, or not the note is insured by the Government, the Government may at any time pay any other amounts

a cessureurs, instruments becausing and other character about the mortfatter becauses herein called "Borrower, and Actinizer, in ways and moust include business." An entry of the Farmers Home Administration, 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 or assumption agreement(s). Government, authorizes, acceleration of the entire indebtedness at the option of the Government upon any default by "Government, authorizes, acceleration of the entire indebtedness at the option of the Government upon any default by "Ilborrower, and si 'described as follows: a policit. Policy zero and contract to the Constant "Ilborrower, and si 'described as follows: a policy policy and contract of the Constant "Ilborrower, and si 'described as follows: a policy of bybusul of the Animal' Rate on of out of Due Date of Final Vi "Interconstitution assault, authorized and the mention of the described as follows: a policy of the described as follows: a policy of bybusul of the Animal' Rate on of out of Due Date of Final Vi and the described as a policy of th Annual Rates of Due Date of Pinal Date of Instrument sol source sis Principal Amount sug COALA Theres. CICLES IN The Sol Source of August 8, 2000

BORROVER for Roncwer's self, Borrower's fients, orceanors, administrations, successors and assents WARRANIS THE TO HAVE AND TO HOLD the property unto the Government and its assigns forever in les shuple.

of any part thereof or interest therein all of which are herein called "the property".

thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or concernation or carbenue barchared or inauced in with 0 and with 10 an index all water water represented by this instrument, then the usage (If/the interest/rate is dess(than)! 1.1.0.0% for farm ownership or operating loan(s) secured by this instrument, then the profate may be changed as provided in the note) on all improvements and personal property now or later attached thereto or to be per shift 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 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 \_\_\_\_\_\_Klamath\_\_\_ The SE%SW% and all that portion of the E% lying Westerly of the Westerly right of way of the County Road in Section 19, Township 40 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The WhNEX and the ENNX of Section 30, Township 40 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM any portion of the above described parcels lying within the rights of way for ditches and canals, of the Langell Valley Irr This mortgage is also given to further secure the obligations secured by hereinbefore described mortgage to the Government, which mortgage shall remain in full force and effect.

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Obligations secured by hereinbefore described mortgage to the Government which mortgage shall remain in full force and effect. This mortgage is also given to further secure the Within the rights of way for ditches and canals, of the Langell Valley is of the Willametre Meridian, in the County of Klamath, State of Cregon, IXCEPTING THEREFROM any Portion of the above described Parcels lying The Wints and the Flaws of Section 30, Township 40 South, Kange 14 East

If East of the Williamette Meridian, in the County of Klamath, State of right of way of the County Road in Section 13, Township 40 South, Range Oregon The SEASWY and all that portion of the FW lying Westerly of the Westerly Government the following property situated in the State of Oregon, County (res) of

mentary agreement, Borrower dres hereby grant, bargain, sell, convey, morrgage, and assign with seneral warranty unto the fereination described, and the performance of every covenant, and agreement of Borrower contained nerver of a any suppleall times to secure the prompt payment of all advances and expenditures made by the trovernment, with minnest, as Covernment against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at note is held by an insured holder, to secure performance of Borrower's acreanent herein to indemnity and same harmless the payment of the note and any tenewals and extensions thereof and any agreements contained therein, (b) at all times when the mathe even the Government should assign this instrument without insurance of the payment of the note, to secure prompt KOW THEREFORE, in consideration of the load(s) and (a) at all times when the note is held by the Covernment, or

And this instrument also secures the recapitite of any interest credit or subsidy which may be granted to the florrow erby the Covernment pursuen in 42 U.S.C. \$1490a

to secure the Government against loss under its insmance contract by reason of any default by Borrower, of the note of attach to the debuevidenced thereby, but as to the note, and such debushall constitute an indemnity mortgage shall secure paynicit. Of the noise, but when the noise is held by an insured polder this and tunnent shall not secure payment Covernment, or an the event the Government should assign this instrument without instrance of the note, this instrument And it is the purpose and intent of this instrument that, among other things, at all times we 14843 standard the event the Government should series this instrument that the interval of the result of the result

any other statutes autificiated by the Farmers Home Adramstration. payment thereof purposed to the Consolidated Fatm and Rural Development Act, or This V. at the Housing Act, of 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

ETITUE forthe property 10 the Government against (all lawful)claims and demands whatsoever except any liens, enclumbrances, 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

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-ment as collection agent for the holder. If control under carges as may now or hereafter be required by regulations of the control under control of the covernment such fees and other charges as may now or hereafter be required by regulations of (2) and pay to the Administration carge to for control under charges as may now or hereafter be required by regulations of the Farmers Home Administration carge to for control of the additional monthly payments of 1/12 of the estimated annual taxes, (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.

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 re-reduired 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 lien, as advances for the account of Borrower. All such advances shall bear interestiat the rate borne by the note which has the highest interest rate, (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 interest, snall be repaid from the first available concerns received from secured hereby in any order the Government secured hereby in any order the Government Borrower may be applied on the notelor 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 jencumbrances, 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, 10, the use of the real property described above, and promptly deliver to the Government without

demand receipts evidencing such payments.

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(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 feasonable 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 Covernment, 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 (c) limiting the conditions which the Government may by regulation imposed 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.

nt (20) ulf any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair:of:propertyato besused as antowner-occupied dwelling (herein called if 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 tor. 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 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 or because of the dwelling to anyone because of the sale of the sale of the dwelling of the dwelling to any one because of the sale of the sale of the dwelling to any one because of the sale of the dwelling to any one because of the sale of the dwelling to any one because of the sale of the sale of the dwelling to any one because of the dwe dwelling relating to race, color, religion, sex or national origin. 14645

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ar Rottland. Oregon 972055 and in the case of Borrowers at the address shown in the Farmers Home Administration Finance Manager of Shorten around one of this metriment for anning the reaction thereof to any second contrained and being and the part of the providence of the part of t (1312[61:0], (16: 0100611A-10); (16:4); BOILOMGI, BOILOMGI, CXD1622[A, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, BOILOMGI, CXD1622[A, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, BOILOMGI, CXD1622[A, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, BOILOMGI, CXD1622[A, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, 2015 TAM, BOILOMGI, SUDIA, SUCH, M9]AG2, (16: penci]); OL BUA, ZIGH, ZIGH my location of the invalid to the invalid application of the instrument which can be given effect without the invalid invalid to be supplied invanues, win more an end, the provisions here of are declared to be severable based public and other stance of successful non-severable provisions account and account of an action (or a deficiency longing of the severable preserving of a deficiency longing of the provisions account of an action (or a deficiency longing of the provisions account of an action (or a deficiency longing of the provisions account of an action (or a deficiency longing of the provisions account of an action (or a deficiency longing of the provisions account of the provisions account of the action (or a deficiency longing of the provisions) account of the provisions account of the provisions

(19) Bornwer agrees that the Covernment will not be bound by any present or fature laws. (2) providing for valuation perasal. homestead or exemption and the probability (b) problibilities maintenance of snarrion (in a helipiers, indensed, it all or any part of the property, the Government and its agents may but and purchase us a arranger and may pay the Government in the order meaning above foreign and the property decorrelation and its agents may but and purchase us a arranger and may pay the Govern Government in the order meaning above of Bottower, owing to overlappent the Government and Bragenis may bid and muchase as a strategies and may one dower and the advernment and Bragenis may bid and muchase as a strategies and may be Government and Bragenis may bid and muchase as a strategies and may be Government. of Borrower owing to or insured by the Government and (f) any balance to Borrower At foreclassic and other and other and the any balance to Borrower At foreclassic are at or record remarked by law ar a competent coure to be so paid (2) at the Government course any other indebtedness be so and the the debt evidenced by the provisions hereof. (b) any prior liens required by the or a competent court to

(18). The proceeds of foreclosure site shall be applied in the following order to the provinent of (a) coses and expenses the proceeds of the proceeds of the provinent of (a) coses and expenses that to proceed and expension of the provinent of of receivers in like cases. (d) forcelose this instrument as provided herein or by law, and (e) enforce any and all other another instruments in the bases. of receiver in the cases. (d) forcios, this instrument as provided berein or by law, and (e) refore any and off other evidence and without notice of hearing of and application, have a receiver appendix of the property of the property (i.e. and prefine the property of the property of the note and or independents of the other and the property of the (17) SHOUED DEFAULT occur in the performance or discharge of any obligation at multiplic many or source in the parties named as Borrower die or be declared an incompetent parties or and insolvent or intermate an assignment for the benefit of creditors, the Government, at its of ten with or withour motice may

(16) Default bereunder shall constitute neutral and the former and executed of assumed by the Government and executed of assumed by the former thereinter. (16) Default hereinder shall constitute default under any office of state or erop or cha shall constitute default hereunders (c) of all any time where a preside the constitution time before the constitution of t

Coverimient-substituer once, or othere is exercising any tight of remedy much this monument of particular a production of the substituent of the s debi securd by this flatthirdat unless the Government says otherwise in writing. HOWEVER, any terbeature by the covernment says otherwise in writing HOWEVER, any terbeature by the covernment and such that instrument, or otherwise attoract by the covernment of any such that instrument, or otherwise attoract by STATE OR OREGON INSTRUMENT IN BOTIOMSCI) OF SIGN CONSTRUCT AND STATE OR OR OR OF SIGNAL AND STATE OR OF SIGNAL AND and (d) ways any office of da rights under (nis) used another nerves for and all this can and will be done without alreading the field of the method in the formation of the nerves of t and (d) wave and piller of the rights under this user much with and all this can and will be done without affecting the term COUNTY OF UKLAMATH TOTAL TOTAL TOTAL OF THE COVERTMENT. (c) release potenties of the property and sub-relation of the term and (d) wave and piller of the rights under this user total with a strong rente and will be done without affecting the term and the content of the rights under this user to the content of the strong rente and will be done without affecting the term and the content of the rights under this user to the content of the strong rente and will be done without affecting the term and the content of the rights under the strong rente and will be done without affecting the term. teners in the note of any independences to the Covernment section of the institution (b) referes surplant, when the above of the covernment of the covernment of the section of the sectin

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STATE OF OREGON: COUNTY OF KLAMATH: 55 Thereby certify that the within instrument was received and filed for record on the \_\_\_\_\_\_ day of

3:26 o'clock P M; and duly recorded in Vol N80 August A.D., 19 80 at

on Page 4842 Mortgages of

WM. D. MILINE, County Clerk By <u>Bernithe Afetoch</u> Deputy

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