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T/A 38-21909-5-J

Position 5

Vol. 80

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USDA-FmHA

Form FmHA 427-1 OR

(Rev. 1-19-79) printed on recycled and post-consumer waste paper. This document is to be used only for the purpose of recording a mortgage on real estate in Oregon.

(1) To be a loan to the borrower as described in the note attached to this instrument.

(2) To be a loan to the borrower as described in the note attached to this instrument.

Borrower: **WAYNE L. FAHSHOLTZ and JUDITH R. FAHSHOLTZ**(2) The address of the borrower is **Klamath County, Oregon, whose post office address is **Route 1, Box 102, Bonanza, Oregon, 97623****(3) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(4) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(5) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(6) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(7) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(8) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(9) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(10) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(11) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(12) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(13) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(14) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(15) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(16) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(17) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(18) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(19) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(20) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(21) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(22) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(23) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(24) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(25) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(26) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(27) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(28) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(29) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**(30) The address of the borrower is **Route 1, Box 102, Bonanza, Oregon, 97623**

Sweden:
In 1941 of the MATTINGSSON MATTINGSSON in the County of Kungälv, State of
County of Kungälv of the County of Kungälv in Sweden in 1941 of the County of Kungälv
the County of Kungälv and all other persons of the County of Kungälv of the County of Kungälv
Government the following persons listed in the State of Sweden (County of Kungälv) of the County of Kungälv

[illegible]

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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.

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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. That the property is hereby conveyed to the Government hereby secured and to indemnify and save harmless
the Government from and against all claims, demands, damages, losses, expenses, costs, and attorney's fees, which may be
incurred by the Government or its assigns by reason of any default by Borrower. At

(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, Borrower shall continue to make payments on the note to the Government when the note is held by an insured holder, at the option of the Government, and the Government shall act as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate. ^{(5) Such advances shall be secured by the property mortgaged hereunder and shall be secured hereby. No}

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note for 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.

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(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.

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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 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 instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

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(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 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 Finance Office, 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 certified.

(23) If any provisions of this instrument or application 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, the invalid provision or application will not affect the other provisions hereof.

(18) Borrower agrees that the Government will not be bound by any action of the Government or any of its officers or employees in the exercise of its powers or in the enforcement of its laws.

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8th day of August 1980

Wayne L. Fahsholtz
Judith R. Fahsholtz

ACKNOWLEDGMENT FOR OREGON

On this 8th day of August 1980, personally appeared the above named Wayne L. Fahsholtz and Judith R. Fahsholtz, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Notary Public
My Commission expires 2/14/81

Return to: Julie
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of August A.D., 1980 at 3:26 o'clock P.M., and duly recorded in Vol. 180 of Mortgages on Page 14842

FEE \$14.00
WM. D. MILNE, County Clerk
By Berntha Hefelich Deputy