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E 1231 de manderer par des l'actorismes	na si arang ta ngasisanan pananinisian i a	
residing in		County, Oregon, as grantor(s), herein
ficiary, herein called the "Government," an WHEREAS Borrower is indebted to agreement(s), herein called "note," which I izes acceleration of the entire indebtednes	d: the Government as evidenced by o has been executed by Borrower; is pa is at the option of the Government u	one or more promissory note(s) or assumption ayable to the order of the Government, author- upon any default by Borrower, and is described
Tala dani pereju to indemnite and sales pe in manee of other charact (be at of close Date of Instrument storenus storen <u>Princ</u>	ipal Amount is contained in result. Atso the note is held by the result.	nnual Rate Due Date of Final of Interest Installment
10-130-180% AND TO HOLD die p.848 IN TRUST, NEVERTHELESS, (a) a incel abould assign this instancent without	8,300,000stee, lingtee surgage Left time, when the role is find by Linsurance of the payment of the m	носто косписатичных полотов на средника и - цве стаковлика, сток во до мак с с до собласт 11.0.кооковлица извёли раских с 10–30–2113
econtroly doversity to the lase thereoft to or correcting perchased of thranood in whe disector, and all payments as any simple on a of any periorperson or directority densed of	all fa 'hailan di al chun di m'i she ar <mark>argu larr</mark> nga jena jeran k	ารัฐอริม าพสเจริ วรีสู ริรัฐประสารกับ การเป็นการเป็นการเป็น 1995 - พ. สเจริ วรีสูริร ัฐประสารกับ การเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป
And the note evidences a loan to Bo	orrower, and the Government, at any	y time, may assign the note and insure the pay- er statutes administered by the Farmers Home
Administration; And it is the purpose and intent of	this instrument that, among other t	things, at all times when the note is held by the
		vithout insurance of the note, this instrument

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) Borrower hereby grants bargains, sell, conveys, warrants and mortgages to Trustee the following described property situated in the State of Oregon, County(ies) of Klamath

Lot 4, Block 2, TRACT NO. 1121, FIRST ADDITION TO KENO HILLSIDE ACRES,

which said described real property is not currently used for agricultural, timber or grazing purposes:

according to the official plat thereof filed in the office of the County Clerk of Klamath Flals, Oregon.

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which said described real property is not currently used for agricultural, timber or grazing purposes. according to the official plat thereof filed in the office of the order of the office of the order. of filemath Flale, Orogon.

LOC 4, BLOCK 2, TRACE NO. 1121, FINST ADDITION TO KING HILLSIDE ACT.

morigages to Trustee the following described property situated in the State of Oragon, Countrylies) of

NOW, THEREFORE, in consideration of the loan(s) Bortower hereby grants betwarm, while every and one mortgages to Trustee the following described property situated in the State of Oresen Control is set.

And this instrument also secures the recupture of any interest credit of subsidy which pay by granted to the doctor of by the Government pursuant to 42 U.S.C. \$1490a.

to secure the Government against loss under its insurance contract by reason of any default by lister sec

Government, or in the event the Government should arrive this instrument without in many the second arrive process as a short should arrive process of the note; but when the note is held by an instructed holder, this instrument of the note; but when the note is held by an instructed holder, this instrument of the note; but when the note is held by an instructed holder, this instrument of the note; but when the note is held by an instructed holder, this instrument of the note; but when the note is held by an instructed holder, this instrument of the note; but when the note is held by an instructed holder, this instrument of the note; but when the note is held by an instructed holder, this instruction of the note; but when the note is held by an instructed holder, this instruction of the note; but when the note is held by an instructed holder, this instruction of the note; is not explicitly and the note; but when the note is held by an instructed holder, this instruction of the note; the note; but when the note is held by an instructed holder, the instruction of the note; the note; the note is held by an instructed holder, the note is not explicitly the note; the note is not explicitly the note; the note; the note is held by an instructed holder, the note is not explicitly the not explicitly the note; the note; the note is held by an instructed holder.

Aumunstration: And it is the purpose and intent of this instrument that, among other chings, at all target even even of each post-

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 capreting 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 Trustee, Trustee's successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (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, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement 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 supplementary agreement, the provisions of which are hereby incorporated herein and made, a part hereof

and made a part hereof. A state of the prover's heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of 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: receive

(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 Government as collection agent for the holder.

ment, as collection agent for the holder nome, yquantation' ratios status of the hold of the overhier ov

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts 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. The concentrate

(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 or any indebtedness to the Government secured hereby, in any order the Government determines:80

UNINGSO

 $E^{2tur}(6)$ To use the loan evidenced by the note solely for purposes authorized by the Government.

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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

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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.

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 enforcment 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 ad-

(12) Neither the property nor any portion thereof or interest therein shall be leased, 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 beneficiary 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

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the cov-

enants 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 habe 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, and the (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other

secured instrument held or insured by the Government and executed or assumed by Borrower, and default under any such (17): SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by

this instrument; or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at jits 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 applica-tion 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, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's dele-

gate duly authorized in accordance herewith. (19) 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 Bor-rower, owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above. 9) yil broad and any debts of the provent of the property, the Government, in the order prescribed

26046 (20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable b otherwise; and the rights and remedies provided in this instrument are coupled with an interest and are interocated by law. (21) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting main-(21) Borrower agrees that the Government will not be bound by any present or ruture laws, (a) promoting main-tenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be

tenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, or (c) 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 laws.

(22) 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 bas obtained the Covernment's consent to do so (a) neither Borrower and if Borrower intends to sell repair of property to be used as an owner-occupied dweiling (nerein called "the dweiling") and it borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act or rent the userning and has obtained the Government's consent to do so (a) nember 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 upper the dwelling to any one because of received of the sale or rental of the dwelling or will otherwise for borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale of fentation the uwening of will offer the sale of race, color, religion, sex or national origin, and (b) Borrower will not comply with or attempt to enforce any restrictive compares on the

make unavailable of deny the dweining 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 (23) 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. (24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and

(24) Notices given nereunder 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, United States Department of Agriculture, Portland, Oregon 97205 and in the case of Borrower at the post office address (25) Upon the final payment of all indebtedness hereby secured and the performance and discharge of each and

every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at Borrower's above post office address a deed of reconveyance of shall request trustee to execute and denver to borrower at borrower's above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws re-(26) If 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. eren som to millionall Ansauri to yer, int met and me breakers setting threefs The point is approved a constraint of the metric of the metric of the metric of the provess of t

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the a cyantra with the state of the Oluntary act and deed. Before me: production and the second second INOTARIAL SEAL) and all the last of the second se My Commission expires My Commission Expires July 13, 1981 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the <u>30th</u> day of October A.D., 19_80_at 12:09 o'clock P_M., and duly recorded in Vol_M80 WM. D MILNE, County Clerk By Dernotha Abeloco

Deputy