USDA-HMHA
Form FmHA 127 TOR IE SIE (Poskinents)

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Light Form Fig. 127 Toron Form Fred State St (1) To pay when the all taxes, REAL ESTATE MORTGAGE FOR OREGON no adject stock perturning to or (1) To pay when the all taxes, REAL ESTATE MORTGAGE FOR OREGON attaching to or assessed against

(5) To use the loan evidenced by the note solely for purpose authorized by the Government.

THIS! MORTGAGE is smade and centered into chycometric process and the process of the process of

(1) All any KLAMATH Covernment as described in this instrument, with interest, shall county, Oregon, whose post office of becomes to the Covernment as described in the place designated in the laterest, shall be secured licieby. No continue in

To address is: P. Or. BOX 1328; CXTAMATH FALLS for the Government, the Covernment, may at any time be any other and other angular properties of the covernment, the Covernment, may at any time be any other and other angular properties of the covernment, the Covernment, may at any time be any other angular properties.

est herein called Borrower, and a net charges upon the morigaged premises WHEREAS Borrower is indebied to the United States of America acting through the Farmers Home Administration, WIEKEAS BUITOWEI IS Indepted to the Online States of America, acting through their armets frome Administration, as evidenced by one or more promissory note(s) United States Department of Agriculture, herein called the "Government," as evidenced by Borrower, is payable to the order of the or UnGovernment authorizes acceleration of the entire indebtedness at the option of the Government upon any default by collBollomet, and sis described, as tollows:ed holder. Borrower shall continue to make payments on the note to the Govern-

The Coastitution as the cost of the manual cost of the Annual Rate of the One of the Annual Rate of the Cost of the Annual Rate of the Cost of the Cos

Date of Instrument 2016 of the concess of the conce

January 6, 1981 in pure bases 56, 2000. On the other transport of the interest rate is less than the content with four interest rate is less than the content with the charged as provided in the note.) And the note of the charged as provided in the note.)

bicrate may be changed as provided in the note; control to be and between broberty new or the extracted thereto or

logerust party sur usure 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

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the any other statutes administered by the Farmers Home Administration: 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

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or the Government pursuant to 42 U.S.C. §1490a: 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

EXHIBIT A

## EXHIBIL A

## KLAMATH

Government the following property situated in the State of Oregon; County (ies) of

mentary agreement, Borrower does hereby glant, bargain, self, convey, mortgage, and assign with general warranty tonto the hereinafter described, and the performance of every covenant and agreement of Borrower contained here is or in any suppleall times to secure the prompt payment of all advances and expenditures made by the Government with interest, as Covernment against loss under sta insurance contract by reason of any details by Bottower, and (c) in any crent and at note is held by an insured holder, to secure performance of Borrower's accounced Merein to andeans y and some harmers the payinent, of the note and any renewals and extensions thereof and any agreements contained therein (b) at all times when the in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt NOW: THEREFORE an consideration of the tean(s) and (a) at all times when the dote is held by the Government or

the Covernment pursuant to 42 U.S.C., §14002.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to all \$330. to soture the Government against loss under its insurance contract by reason of any default by Borrower. of the note or attach to the debt evidenced thateey, him as to the note and such debt shall constitute an indemnity inputeage shall secure, payment of the note, but when the note is held by an fusured, holder, this instrument shall not secure payment Government, of in the even the Government should assign this instrument without insurance of the note, this arctimical

And it is the purpose wild intent of this instrument that, amony other things, it all times when the note is beld by the

any softer statutes administered by the Farmers Home Administration:

payment thereof pitrsught to the Consolidated Farm and Rural Development Act, or Title Work the Housing Act of 1940, to 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 inecessary, 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, sand 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 cheirs, executors, administrators, successors and assigns WARRANTS THE BORROWER for Borrower's sen; Borrower's riches; executors, animaliants whatsoever except any liens, encumbrances, 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: (i) 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 allitimes 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 holders of the cities independent of the obtion of the twice obtion as the following depending the

of (2) 2 To play, to the Government such fees and other charges as may now, or hereafter be required by regulations of the Farmers Home Administration from the Farmers Home Administration from the farmers home Administration from the fees and other charges as may now, or hereafter be required by regulations of the Farmers Home Administration from the fees and other charges as may now, or hereafter be required by regulations of the Farmers Home Administration from the fees and other charges as may now, or hereafter be required by regulations of the fees and other charges as may now, or hereafter be required by regulations of the fees and other charges as may now, or hereafter be required by regulations of the fees and other charges as may now, or hereafter be required by regulations of the fees and other charges as may now, or hereafter be required by regulations of the fees and other charges as may now, or hereafter be required by regulations of the fees and other charges as may now or hereafter be required by regulations of the fees and other charges as a feet and the fees and th (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 servation, 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) 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 advances by the Government shall relieve Borrower from breach of Borrower scovenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrowert may be applied on the note; or any; indebtedness to the Government secured hereby in any order the Government determines.

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

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments. **USDA-EngHy** 

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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 dand-buckandmanliba manner comply with such farm conservation practices and farm and home management plans as (Y) 10 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 a property or cause or permit waste becoming or good and nuspandmanuke manner; comply with such tarm 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 management plans as the security covered hereby or without the written consent of the Government cut remove or lease any impairment from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or timber gravel oil gas coal or other minerals excent as may be necessary for ordinary domestic purposes.

impairment of the security covered nereby, or, without the written consent of the Government, cut, removed the consent of the Government, cut, removed 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 lient compliance with the invovisions hereof and of the note and any (11) To pay or reimburse the Government for expenses reasonably necessary of incidental to the protection of the lien simplementary agreement (whether before or after default) including but not limited to costs of evidence of title to and and priority hereot, and to the entorcement of or the compliance with the provisions hereof and of the note and any and curvey of the property costs of recording this and other instruments afformeys' fees tructees' fees court costs and

supplementary agreement (whether before or after default), including but not limited to costs of evidence of fittle to 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, or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive (12) Neither the property nor any portion thereof or interest therein shall be assigned, soid, transferred, or encumbered, rights as mortgages bereinder including but not limited to the power to grant consents partial releases subordinations voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive 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-leasonable times, the covernment and its agents may inspect the property to ascertain whether the covenants (13) Are an reasonable times the Government and its agents may inspect the property and agreements contained herein or in any supplementary agreement are being performed.

agreements contained notes in any supprementary agreement are comb personned.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt the covernment secured by this instriment (b) release any party who is liable (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 to the Government (c) release portions of the property and subordinate its lien. evidenced by the note or any indeptedness to the Government secured by this instrument, (b) release any party who is liable and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the 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 of the property 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 of the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by 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 a Federal land bank or other reconneitle cooperative or private credit course at reasonable rates and (12) It 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 pariode of time Rorrower will upon the Covernment's request apply for and accent credit association, a rederal 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 indebtedness secured hereby and to pay for any stock processive. terms for loans for similar purposes and periods of time, Borrower will, upon the Covernment's request, apply for and accept to be purphased in a coonerative lending agency in connection with such loan. such loan in sufficient amount to pay the note and any indebtedness secured he purch sed 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 shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this support of should any one of the narrise named as Romower die or he declared an incompetent a handrupt or any (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this incolvent or make an accomment for the benefit of creditors the Government at its ontion with or without notice may. Instrument, or snound 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 declare the entire amount unnaid under the note and any indebtedness to the Government hereby secured immediately. (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other amounts of said application, have a receiver appointed for the property with the usual powers possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other of receivers in like cases (d) foreclose this instrument as provided herein or by law and (e) enforce any and all other evidence and without notice of nearing 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 oresent or future law. 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 to enforcing or complying with the provisions bereaf (b) any prior liens required by law or a competent court to (18) Ine proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses he so hald (c) the debt evidenced by the note and all indebtedness to the Government secured hereby (d) inferior liens. incident to entorcing or complying with the provisions hereot, (b) any prior tiens 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 any other indebtedness be so paid; (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) interior liens of Rotrower owing to or included by the Government and (f) any halance to Rotrower At foreclosure or other sale of of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness all or any nart of the property the Government and its agents may bid and purchase as a stranger and may pay the Government. of Borrower owing to or insured by the Government, and (1) 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, and (1) any balance to Borrower. At foreclosure or other sale of ment's charge of the principles by crediting such amount on any debts of Rorrower owing to or insured by the and or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government in the order prescribed above.

Government in the order prescribed above.

vernment; 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, and the property (b) prohibiting maintenance of an action for a deficiency judgment or (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 may be brought (c) prescribing any other statute of appraisal, nomested 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 imitations. (d) allowing any right of redemotion or possession following any foreclosure sale or (e) limiting the conditions limiting, the amount thereof or the time within which such action may be brought. (c) prescribing any other statute of which the Government may by regulation imposes including the interest rate it may charge as a condition of approving a limitations, (d) allowing any right of redemption or possession tollowing any torecrosure sale of (e) limiting the conditions transfer of the property to a new Rorrower Borrower expressly waives the benefit of any such State law. Borrower hereby which the dovernment may by regulation impose; including the interest rate it may charge, as a condition of approving a 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 air of property to be used as an owner-occupied dwelling (therein called "the dwelling") and if Rotrower intends to sell-(20) It any part of the loan tor which this instrument is given shall be used to finance the purchase; construction or rent the dwelling and has obtained the Government's consent to do so fall neither Royague authorized to sell repair of property, to be used as an owner-occupied dwelling (herein called "the dwelling") and it Borrower intends to sell or Borrower will after receipt of a bona fide offer refuse to negotiate for the sale or rental of the dwelling or will otherwise or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act make unavailable or deny the dwelling to anyone because of race, color, religion sex, or national origin, and (b) Borrower controls and hereby disclaimed and wall horse companies and the color of the sale or rental of the dwelling or will otherwise the color of the color o make unavailable or deny the dwelling to anyone because or race, color, religion, sex, or national origin, and (b) Borrower dwelling relating to race color religion sex or national origin. With or attempt to enforce any restrictive covenants on the

good and husbandmanlike misnner, comply with such farm conservation practices and farm and Junic management plans as (9). To maintain improvements in good repair and make repairs required by the Coverment operate the property in a

request, to deliver such policies to the Government.

18.f. To keep the property insured as required by and under insurance policies approved by the these meaning one at the

## EXHIBIT A

## DESCRIPTION

Government Lots 2, 3, 4, 5, 6, 7, 10, 11; 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 26; 27; 28, 29, 30 and 31 in Section 16, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM any portion lying within the right of way of Great Northern Railway and ALSO EXCEPTING the following tract of land:

Commencing at a point which is the Southwest corner of the SE4 of Section 16; thence North 208 feet; thence West 208 feet; thence South 208 feet; thence East 208 feet to the point of beginning.

TOGETHER WITH a perpetual exclusive easement for roadway purposes along the West 15 feet of the ENE'S Section 21, Township 36 South, Range 12 East of the Willamette Meridian, Which lies North of Highway #140,

AND ALSO TOGETHER WITH a perpetual exclusive easement for roadway purposes more particularly described as follows:

Beginning at a point at the most Southwesterly corner of Government Lot 32, Section 16, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence Southerly along the East boundary line of the Northwest ½ of the Northeast ½ of Section 21, Township 36 South, Range 12 East of the Willamette Meridian, a distance of 15 feet; thence Westerly along the existing roadbed a distance of 15 feet; thence Northerly a distance of 15 feet to the Southerly boundary line of Section 16 aforesaid; thence Easterly a distance of 15 feet to the point of beginning.

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8+h day	of January	A. D. 19 3	:20
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