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obsore me, the undersigned, a Notary Public in and for said

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That portion of the NW4NW4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point 40 feet South and 521 feet East of the Northwest corner of the Northwest quarter of the Northwest quarter, Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence East 799 feet; thence South 1280 feet to the South line of the Northwest quarter of the Northwest quarter of Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence West 799 feet along said line; thence North 1280 feet to the point of beginning.

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39 South, Nange 9 East of the Willamette Feridian; thence Yest 799 feet along send South line of the Northwest quarter of the Northwest quarter of Scotion 29, Township Lapt of the Willamette Meridian; thence East 799 feet; thence South 1289 feet to the Northwest quarter of the Northwest quarter, Section 29, Formante 39 South, Mange 9 Heginning at a point 40 feet South and 521 feet East of the Morthwest corner of the

Willamette Meridian, described as Follows: Spat pention of the NWANAL of Section 29, Township 39 South, Jange & East of the

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

mentary garesident, Bortower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the tierelialier described, and the performance of avery covenant and agreement of Berrower contained berein a in any supplemental described, and the performance of avery covenant and agreement of Berrower and the performance of avery covenant and agreement of Berrower and the performance of avery covenant and agreement of Berrower and the performance of avery covenant and agreement of Berrower and the performance of avery covenant and agreement of Berrower contained berein a many supplemental and agreement of the performance of avery covenant and agreement of Berrower contained berrower and are agreement of the performance of avery covenant and agreement of Berrower contained berrower and agreement of the performance of avery covenant and agreement of the performance of avery covenant and agreement of the performance of average of the performance of the perfo all times to secure the prompt payment of all advances and expenditutes made by the Government, with interest, as the interest of the conference of the prompt payment of all advances and expenditutes made by the Government, with interest, as the conference of the Government, against loss under the insurance contract by reason of eny default by Borrowe, and (O in miv event and at all the or the intermed insurance contract by the intermed in the intermed in the intermed of the advances and accounting the intermed insurance in the intermed in the intermed in the intermed of the intermed in the intermed in the intermed of the intermed in the intermed in the intermed of the intermed in the note is neld by an insured holder, to secure performance of Borrower's agreement begin to indemnify and same naturess the psyment of the inite and anytonewals and extensions thereof and any agreements contained therein; (b) at all thres when the psyment of the initial and anytonewals and extensions in Borrows and anytonewals independ to independ to independ the independent of the independent in the independent in the independent in the independent independent in the independent indep in the event the Chverament should assign this instrument without ansutance of the payment of the note to secure prompt to the event when the NOW THEREFORE: In consideration of the learnings of the harm and the savings of the first minimizer of the same of the first minimizers of the savings of the first minimizers of the savings of the savings of the first minimizers of the savings of the savings of the first minimizers of the savings of the s the Government Parsuant to 42 U.S.C. \$1490s

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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.

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) 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 Government as collection agent for the holder. It is the holder of the holder of

(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) 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

(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 94883

(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 husbandmaolike 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 timber, gravel, oit, 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

(12) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily of otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as 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 (13) "At all reasonable times the Government and its agents may inspect the property 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

(16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for 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

[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 all or any part of the property, the Government, and (f) any balance to Borrower. At foreclosure or other sale of specific court is all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government. ment's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the

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

(20) 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 porrower 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

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State of OREGON: COU	NTY OF KLAMATH: ss.
	t the within instrument was received and filed for record on the
20thlay of Januar	y A.D., 19 <u>81 at 10:26 o'clock A</u> M., and duly recorded in
Vol <u>M81</u> of <u>Mortga</u>	EVELYN BIEHN COUNTY CLank
Fee \$14.00	By Benethar Afelith deputy