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And the note evidences a loan to Borrowell payment thereof pursuant to the Consolidated Fig.	arm and Rural Development Act, or Title V of the state of
And it is the purpose and intent of this inst Government, or in the event the Government st Government, or in the event the note; but when the	rument that, among without insurance of the host secure payment nould assign this instrument without insurance of the host secure payment note is held by an insured holder, this instrument shall not secure payment note is held by an insured holder, this instrument shall not secure payment.
to secure the Government against loss under its in And this instrument also secures the recaptu	tre of any interest credit or subsidy which may be granted to the Government, or
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payment of the normal holder, to secure per	ontract by reason of any default by Borrowel, and Contract by reason of any default by the Government, with interest, as
hereinafter described, and the performance mentary agreement, Borrower does hereby gra	all advances and expenditures must be advanced and agreement of Borrower contained herein or in any supple every covenant and agreement of Borrower contained herein or in any supple every covenant and agreement of Borrower contained herein or in any supple every covenant and agreement of Borrower country (ies) of

Government the following property situated in the State of Oregon, County (ies) of ---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 SEE ATTACHED EXHIBIT A.

effect.

described meritate to the Government, which mortages shall remain in fall force and effect. Mile, nontesuch de also given to further secure the oblig ations secured by hereinbefore

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mentaly safecthical. Borrower does flerchy grant, harram, sell; conver, morreace, and assign with goneral warranty into the herematres described, antistate perturnance of every covenant and agreement of Roprover contained becein or at any suppreall more in secure the prompt payment of all advances and expenditures made by the Government, with interest as Novermment against loss under its againstance conclast by reason of Sursaderault by Degrewer, and (c) in any represent and at pariment of the nighe and two remewits and extensions there of and any agreements contained discreme that a mit times when the nere is held, by an insured hisidos, to seems performance of Borrows to agreement herein to leader and their continues when the Medic come the Covernment should assignable maneur without institutive of the payment at the note, to seem a prompt NOW THEREFORD, an compagnition of the torn(s) and the large miss when the note is held by the covernment, or

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Materials and sectionical administration borrows. Took the foreginesis, or the lines of the contract of the co 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 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 or is a more which have point everyoned by the travely a second of the

(2) (To pay ito the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home: Administration program on the course states in squares across theory, the training point of the course of the

1. (3) ilf/) 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.

(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.

(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.

EXHIBIT A

A parcel of land lying in Section 29 and 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being a portion of that real property described on page 659, Volume 259, said parcel more particularly described as follows:

Starting at a steel stake set in a mound of stone, which stake marks the Northeast corner of the SEk of the SWk, Section 29; thence North 89° 19.9' West 368 feet along a well established fence line to a fence corner; thence South 6° 21' East 2571.58 feet along a well established fence line to a steel stake; thence North 74° 20.9' East 30.61 feet 665.09 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 703.07 feet to a steel stake; thence stake; thence North 74° 20.9' East 703.07 feet to a steel stake; thence stake; thence North 74° 20.9' West 23.82 feet to a fence corner; fence corner; thence North 49° 07' West 23.82 feet to a fence corner; thence North 0° 53' East 907 feet along a well established fence line to a fence corner; thence South 79° 07' East 18.53 feet to a fence to a fence corner; thence South 79° 07' East 18.53 feet to a fence fence line to a fence corner; thence North 89° 19.9' West 1326.07 feet fence line to a fence corner; thence North 89° 19.9' West 1326.07 feet along a well established corner; thence North 89° 19.9' West 1326.07 feet fence line to a fence corner; thence North 89° 19.9' West 1326.07 feet

TOGETHER WITH a non-exclusive right of ingress and egress across a 60 foot strip of land adjoining the above described parcel, said strip more particularly described as follows:

Starting at the steel stake which lies on the Southerly line of the above described parcel of land and which steel stake lies North 74° 20.9' East 665.09 feet from the Southwest corner of the above described parcel of land; thence South 4° 11.3' East 863.71 feet more or less to parcel of land; thence South 4° 11.3' East 863.71 feet more of Oregon a steel stake which lies on the Northerly right of way line of Oregon Highway 66 as constructed; thence North 72° 56.4' East 30.77 feet along Highway 11 ine to a steel stake; thence North 72° 56.4' East 30.77 feet along said right of way line to a steel stake; thence North 30.77 feet along said right of way line to a steel stake which lies on 4° 11.3' West 862.06 feet more or less to a steel stake which lies on 4° 11.3' West 862.06 feet more or less to a steel stake which lies on 4° 11.3' West 862.06 feet more or less to a steel stake; thence South 74° 20.9' the South line of the above described parcel; thence South 74° 20.9' West 30.61 feet along said South line to the place of 74° 20.9' West 30.61 feet along said South line to the place of beginning:

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a

(2) 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 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 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 impairment of the security covered hereby, or, without the written consent of the Government plans as a security covered hereby, or, without the written consent of the Government plans as a security covered hereby, or, without the written consent of the Government plans as a security covered hereby, or without the written consent of the Government plans as a security covered hereby, or without the written consent of the Government plans as a security covered hereby, or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent of the Government plans as a security covered hereby or without the written consent 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

(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 voluntarily or otherwise, without the written consent of the power to wrote consents of the powe roluntarity, of billotation, without the written consent of the power to grant consents, partial releases, subordinations, 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. [112:01:2] I the last of the 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, under the note of top-the dept from naturity to the Government, (c) release portions of the property and subordinate its fien, 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 of the priority of this instrument or Borrower's or any other party's liability to the Government or Borrower's liability to the Government or Borrower's liabi 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 to be purchased in a cooperative lending agency in connection with such loan.

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 shall constitute default hereunder. 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 possession of, operate of tent the property, (c) apon application, by a and production of this instrument without office evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers 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 rights and remedies provided herein or by present or future law. 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 of borrower owing to or insured by the Government, and (1) any balance to Borrower. At loreclosure 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

(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 Government, in the order prescribed above. appliance, nomested of exemption of the property, to promoting maintenance of an action for a deticine y judgment of limiting the amount thereof of the time within which such action may be brought, (c) prescribing any other statute of the amount thereof of the time within which such action may be brought, (c) prescribing any other statute of the amount thereof of the time within which such action may be brought, (c) prescribing any other statute of the amount thereof of the time within which such action may be brought, (c) prescribing any other statute of the amount thereof of the time within which such action may be brought, (c) prescribing any other statute of the time within the property of the time within the control of the time w mining the amount thereof or the time within which such action may be orought, (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 which the dovernment may by regulation impose, meaning 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-occlipfed dwelling (herein called "the dwelling") and if Borrower intends to sell repair of property to be used as an owner-occlipfed dwelling (herein called "the Borrower nor anyone authorized to add repair or property to be used as an owner-occupied awening therein caned, the awening and it porrower intends to self-or rent-the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrowen will; after neceiptrof abona fide offer refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or ideny the dwelling to anyone because of ruce; color, religion; sex, or national origin; and (b) Borrower make unavauable of declaring the unwentile any one occasion and with or attempt to enforce any restrictive covenants on the 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.

COUNTY CLANK

Anne Latar Malo to deputy

Fee \$<u>17.50</u>