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(6) To use the lost evidenced by the note solaly for purpose authorized by the Government. (7) To pao 14 14 all taxes, LEENTHE MOLLEQUE authorized by the Government of the control of th
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KIRKPATRICK, husband and wife
KTAMATH County Oregon, whose post office
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herein called il Borrower, a and a stiminary to make a states of America, acting through the Farmers Home Administration,
United States Department of Agriculture, herein caned the Gods and by Rorrower is payable to the order of the
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And 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 payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or
any other statutes administered by the Farmers rione Administration.
And it is the purpose and intent of this instrument that, among other things, at all thines which the note this instrument
shall secure payment of the note; but when the note and such debt shall constitute an indemnity mortgage
And this instrument also secures the recapture of any interest credit or subsuly which may be granted to the bottom.
BONOW THEREFORE in consideration of the doan(s) and (a) at all times when the note not a least of the note to secure prompt
in the event the Government should assign this mist unless when the
note is held by an insured holder, to secure performance of property default by Rorrower, and (c) in any event and at
all times to secure the prompt payment of an advances and expension of Porrower contained herein or in any supple-
hereinafter described, and the performance of every covenant and agreement, and assign with general warranty unto the mentary 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
and Kiklandule Meridian, describet es follovs: "Segiantin" of has landure in ear in al line, of a second character can be a line, of a
Kirlamotte Maridian, Beschies es follows: Seginal Const.
PARCEL 1: All that portion of the Newer of Section 7, Township 41 South, Range 12 East
of the Willamette Meridian, Klamath County, Oregon, lying South of the County, the U.S.R.S. "D" Canal, AND AISO the NEWWY, and Lot 1 of Section 7, Township 41 South, the U.S.R.S. "D" Canal, AND AISO the NEWWY, and Lot 1 of Section 7, Township 41 South,
Range 12 East of the Willamette Meridian, less the Tollowing described political East
that portion of the NEXWY and of Lot 1, Section (, Township 41 South, hange 12 has of that portion of the North line of the right of way of of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian, which lies North of the North line of the right of way of the Willamette Meridian was of the Williamette Meridian with the worth line of the North line
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ALSO, part of the Shanker of Decount.

Township 41 South, Range 11 East of the Willamette Meridian, described as follows Regioning at the Southeast corner of the Northeast Quarter of said Section 1, thence West on the South line of said Section, 440 feet, thence North to the Adams Canal as now, located across the said SEKNEK, thence East along said Canal to the East line of said Section 1, thence South along said Section line to the place of beginning and being the same land described in Deed from Lakeside Company, a corporation, to Albert Krotochvil, recorded March 21, 1910; in Book 28 of Deeds, page 499, records of Klamath County, Oregon.

PARCEL 2: The Sase of Section 6, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, less the following described portion: All that part of the St of SEt of Section 6, Township 41 South, Range 12 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of said SizeFig:thence South along the West line of State 920 feet, more or less, to the North bank of the irrigation ditch running Easterly across said SiSE as now located and constructed, thence Easterly following the said North bank of said irrigation ditch as now located and constructed across the said SISE4 to the East line of the SISE4, thence North on the East line of said SISE4 to the Northeast corner of said Sest, thence West along the North line thereof, 2640 feet, more or less, to the point of beginning, which excepted portion was conveyed by Clarence M. (Kirkpatrick, et ux, to Luther T. and Gladys A. Hansen by Deed recorded in Book/172, at page 305; Deed Records of Klamath, County, AND ALSO all that portion of the Want's of Section 7, Township: 41 South, Range 12 East of the Willamette Meridian, lying Worth of the centerline of the U.S.R.S. a."D" Canal. My properties to the properties of to secure the Government against loss under its insurance contract by reason of any default by Borrower. of the note of attach to the debt evidenced thereby, but as to the note, and such debt shall constitute an independence of the constitute and processed the note of the note of a large that the note of the note of a large that the note of a large shall secure payment of the note: but when the note is held by an insured holder, this instrument shall not term a partial and the contraction of And it is the purpose and interu of this instrument that, smook other unings at all traises when the case to be like the Government without insurance of the mote, the insurance Government without insurance of the mote are a smooth distributions of the historian devices the case of the best over the case of the mote and the case of And the note evidences a from to florrower, and the Goestunien, at any time and scape and recompassion to the Consolidated Farm and Rural Development Act, of high a particular Act of the four and the features between the results of the four and the features between Administrations and the features between Administrations.

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. All the payments on the note to the Government as collection, agent for the holder. All the payments on the note to the Government as collection, agent for the holder. All the payments on the note to the Government as collection, agent for the holder. All the payments on the note to the Government as collection, agent for the holder. The payment as a payment of the note to the government as collection, agent for the holder. The payment of the holder and the payments on the note to the government as collection.

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(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;

(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 tourion:

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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 inforcement 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 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 of 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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mark (21) This instrument shall be and any not combined at arrest	the to surgice of the same of
Of 1922 Notice of the most be a supplied express provisions hereofucious to	Administration, and to its future
of 1/(22)! Notices given hereunder shall be sent by certified mail, unless of at Portland, Oregon 97205; and in the case of Borrower at the address show Office records (which normally will be the case of Borrower at the address show	herwise required by law, addressed, unless and
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State of OREGON: COUNTY OF KLAMATH: ss. I hereby certify that the within instrument was re	
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Vol May of Mortgages on page 2865	lock A M., and duly recorded in EVELYN BIEHN
Fee \$14.00	COUNTY CLERK
생물이 보고 있는 사람들이 되었다. 그 경기에 되었다. 그 그 사람들이 되었다. 그 그 사람들이 되었다. 그 사람들이 되었다. 그 그 사람들이 되었다. 그 그 사람들이 되었다. 그 그 그 사람들이 되었다. 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	By Gernetla of Lelocheputy