STREE USDA-FmH/ Form FmHA4277 CORUE 20CH by Auguret



Form FmHA 4271 ORUB 2761 barturates (Reput 10 797 at a to the res of the test broberry geschool and truck of MS/ PGG (1) To bur when the all takes a REAL SETATE MORTCAGE FOR OREGON TO A TO BUR (1) To bur when the all takes to model of the test broberry accumption of a section of the model of the test of test o (6) To use the forn evidenced by the note solely for purpose authorized by the Government. gereumuc:

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by Borrower to the Government williout demand at the place designated in the latest note and shall be seemed hereby. No Wit advances by the teaster Klamath supporte the metanecet with Dicertar and County, Oregon, whose post office tesiging the rate borde by the note which has the highest interest rate.

ccarrou' brous Route' 2'Box'635, Klamath Falls of the month of portowar and Oregon 97601 (4) Whether of not the note is fixingle by the Government, the Government may at any time poy any other start and quessits and include by Harmore when due, as well as any costs and Wileka. Therein called Borrowers and a sup office clarkes about the mostbaked breinizes

WHERE'AS Borrower' is indebied to the United States of America, acting through the Farmers Home Administration, "United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the "Government, cauthorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrowers and is described as follows: of holder's Borrower shall continue to make balancies on the holder.

the Covernment and to a under the mentance of permanent of the Annual Rate of ot ach of Pue Date of Final Date of Terrer of Interesta aug (D Inter Date of 1981 Date of 1981 Date of constrained and the state of the sta

0 TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee sumply

zu any part thereoffer interest therein all of which are hereit called "the property".

Shereta, and all payments at any time pwing to Bortower by virtue of any sale, lease, fransfer, convey speet or condition stion

Expression and all maximum as provided in the mote come of any other and based as provided in the mote come of any ownership or operating loan(s) secured by this instrument; then the but at max be changed as provided in the mote come all instruments and based as provided in the mote come all instruments and based as provided in the mote come all instruments and based as provided in the mote come all instruments and based as provided in the mote come all instruments and based as provided in the mote come all instruments and based as provided in the mote come all instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instruments and based as provided in the mote come and instrument and based as provided in the mote come and instrument and based as provided in the mote come and instrument and based as provided in the mote come and instrument and based as provided in the mote come and instrument and based as provided in the mote come and based as provided as provided in the mote come and based as provided in the mote come and based as provided as p rober And the "note" evidences a loan 'to Borrower land 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 any other statutes administered by the Farmers Home Administration:

And it is the purpose and intent of this instrument that, among other things, 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 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) and (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, (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

TOP WOOL, 30.20 LEAU VO & S INCH IFOR PIN; BOP O A parcel of land situated in the SEL of Section 32, Township 40 South, Range 10 East

of the Willamette Meridian, in the County of Klamath, State of Oregon, being more Darticularly described as follows an undergues: House 01 35:55, Ester (1995) and 1003 28 Lege to s 2\8 Then show bru Th an external Leuce; preses to react

Commencing at the Northwest Corner of the SEL of said Section 32; thence South, 37.25 feet; thence East, 49.05 feet to a fence corner marking the point of beginning for this description said fence Corner being 30.00 feet South of the centerline of a new council hour way the constructed and currently exters; ruence (Continued)

4964 county road as the same is constructed and currently exists; thence North 89°21'49" County road as the same is constructed and currently exists; thence worth by 21.49" East parallel to but 30.00 feet Southerly of said existing road centerline a distance of 1302.63 feet to a 5/8 inch iron pin; thence South 01.21.27" East along an existing fence a distance of 782.61 feet to a 5/8 inch iron pin; thence leaving said fence fence a distance of 782.61 feet to a 5/8 inch iron pin; thence leaving said fence west, 1003.68 feet to a 5/8 inch iron pin in an existing fence; thence following said fence is a 12 inch iron pin; North 04 23*18: West, 173.69 feet to a 2 inch iron pin; North 04 23*18: West, 173.69 feet to a 2 inch iron pin; North 28 03*05" West, 56.20 feet to a 2 inch iron pin; North 07 31*04" East, 125.43 feet to the point of beginning.

The NELSEL and the WWISELSEL of Section 32, Township 40 South, Range 10 East of the The NEISEL and the WiwisElsel of Section 32, Townsnip 40 South, Mange 10 East of the William the County of Klamathow State of Oregon and the sector of the s Government against loss under its insurance contract by reason of any default by Bortower, and re) or any event and af all times to secure the bromot pryment of all advances and expenditures made by the Government, with functers as note is beld by an assued holder, to seeme performance of Borrower's agreement herein to indemuly and some hormless the Government by an assued holder, to seeme performance of Borrower's agreement herein to indemuly and some performance of Borrower's agreement herein to indemuly and some hormless the Government agreement herein to indemuly and some performance of Borrower's agreement herein to indemuly and some hormless the Government agreement herein to indemuly and some hormless the Government agreement herein to indemuly and some hormless the Government agreement herein to indemuly and some performance of Borrower's agreement herein to indemuly and some hormless the Government agreement herein to indemuly and some hormless the Government agreement herein to indemuly and some hormless the Government agreement herein to indemult and some performance of Borrower's agreement herein to indemult of a new overn agreement payment of the note and any redowald and extensions thereot and any agreement herein to indemnify and same harmless the index is there is the note is the note and any agreement herein to indemnify and same harmless the in the evencine Government should assign this instrument, without insurance of the payment of the note, to wourd prompt without insurance of the payment of the note, to wourd prompt prompt and eventuated in the continued therein (b) at all since when the payment of the note and any renewals and extensions thereof and any accoments contained therein (b) at all since when the payment of the note and any renewals and extensions thereof and any accoments contained therein (b) at all since when the payment of the note and any renewals and extensions thereof and any accoments contained therein. KOW THEREFORE, in consideration of the loar(s) and (a) at all times when the note is hald by the Gavenment of the note. In w care monthly be event the Government should assign this instrument without instrumence of the national of the note. In w care monthly he event the Government should assign this instrument without instrumence of the national discussion this instrument. And this distributed also accures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government purguant to 42 U-SC S11904. Solution and relation of the transfer and relation times when the and site half the the transfer of NOW THERFEORE in consideration of the transfer and relation times when the and site is that the the transfer of NOW THERFEORE in consideration of the transfer and relation to the transfer and relations.

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coveriment, or in the event the Government should assign this instrument without insurance of the mile the instrument shall secure payment of the note; but when the nois is held by an insured holder, this instrument an indemnity morphal of the nois or altach to the debt evidenced thereby, but as to the nois and such debt shall constitute an indemnity morphal of the nois or altach to the debt evidenced thereby, but as to the nois and such debt shall constitute an indemnity morphal And it is the purpose and intend of this instrument that, among other things, at all times when the note is hald by the verment, or in the event the Government should assign this instrument without insurance of the note. This instrument any other statutes administered by the Fathers Home Administrationpayment thorses pursuant to the Consolitated Farm and Rurat Development Act or Tuld V of the Housing Act of any other statutes administered by the Farmers Home Administration:

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and togetner with all ingents, interests; easements, hereoitaments and appurtenances thereunto belonging, the rents; issues; and profits thereor and revenues and income therefrom, all improvements and personal property now or later attached thereto or protitis thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or transfer purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto and all parments at any time owing to Borowar by view of any cale loans transfer for water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation

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 lices, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows: 30, 5001 (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless (1) To pay promptly when due any indeptedness to the Government nereoy secured and to indemnity and save narmiess 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 Govern-

allitimes, when the note is need by an insured noticer, borrower shan commune to make payments on the holder, of the holder, of the sinite indeptentiess at the obtion of the ("Actimum interaction and other charges, as may now or hereafter, be required, by regulations of

(2)21107 pay to the Government such steest and other charges, as may now of herearter be required by regulations of the Farmers' Home (Administration (criticos) patenticular of the Covernments' by the Government? to make additional monthly payments of (1/12) of the estimated annual taxes, assessmentsi-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

(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 pre-servation, protection, or enforcement of this hend has advances for the account of Borrower. All such advances shall bear (5) All advances by the Governmentias 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 by borrower to the covernment without demand at the place designated in the latest note and shall be secured hereby, not such advances 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 Borrowen may be applied on the note or any indebtedness to the Government secured hereby in any order 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, twater rights, and water, stock pertaining to or the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably increasing 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.

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(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.

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(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 supplementary agreement (whether before of after default), including out not mines to structure of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and

(42) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily us 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 confained herein or in any supplementary agreement are being performed. (14)¹⁰ 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 linay 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

(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

(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 appraisal, nomestead 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 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) heither 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 on attempt to enforce any restrictive covenants on the

Fec § 14.00

EVELYN BIEHN COUNTY CL-RK By Detra a Gence Deputy

Vol<u>M81</u> of <u>Mtg.</u> on page 4963.

I hereby certify that the within instrument was received and filed for record on the 18thday of March A.D., 1981 at 4:00 o'clock p.M., and duly recorded in

STATE OF ORECONT COUNTY OF KLAMATH: 95.

KI AMATH FALLS OR 97601

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The complex with an laws, orginances, and regulations affecting the property. With the complex with an laws, orginances, and regulations affecting the property or incidental to be protection of the line with the property nor any portion thereof or interest therein shall be assared sold, itan/erred, or ensured and with the property nor any portion thereof or interest therein shall be assared sold, itan/erred, or ensured and with the protection of the property. With the property nor any portion thereof or interest therein shall be assared sold, itan/erred, or ensured and with the protection of the property. The first of and the instrument for expenses reasonably necessary or incidental to be protection of the instruments and satisfaction, and no instrument incidents and other too underst in or to the net of any bareline bereaf, and satisfaction, and no instruments incidents and other too interest in or to the net of any bareline bereaf.

and satisfaction, and no insured fielder shall have any ught, title or interest in or to the sea of any benefits hereof

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appraisal, homestead or exemption of the property, (b) prolubiting maintenance of an action for a deficiency judgment or limiting that are the second of the time which each of the tim (19) Borrower agrees that the frovernment will not be bound by any present of jutities lays. (a) providing for valuation, Government, in the order prescribed above

(12) Off any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of applications of the instrument which can be given effect without the invalid provision of application, and to that end the provisions hereof are declared to be severable.

(22) Notices given hereunder 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, at Portland, Oregon 97205, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

dwelling relating to race, color-teligion, sex of national crigin tec: (21) This merroment shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof tack capit is hadwise / or unitable of tack and to its interest