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(Rev. 4-21-81) so gainerals with both asing REAL ESTATE MORTGAGE FOR OREGON Vol. Mg/ 2000 10787 THIS MORTGAGE is made and entered into by DAVID W. MOORE and JOANN MOORE, busband and (te con**wife** beech a residing in <u>KLAMATH</u> Contract of the second s - County, Oregon, whose post office herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and: WHEREAS Borrower is indebted to 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, au-"thorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is a described as follows: "The Case plation show for and a plat a presse as with down at participation polythic polythic participation. purcharder, its onlines has assert that the holder Date of InstrumentAnnual RateDue Date of Final-June 16, 198116,800.0013.25%-June 16, 19815,300.0013.25%June 16, 19815,300.00 (If the interest rate is less than $\frac{13.25}{10.000}$ % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.) and part while provide the point of the provided in the note.) And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment therof 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 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 payment of the note and any renewals and extensions thereof and any agreements contained therein, (0) at an units when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save 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 Govern-

ment the following property situated in the State of Oregon, County(ies) of <u>Klamath</u>

(See attached legal description and personal property given as additional security)

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harendan, Bynnieder Herder openlik (argali, edigatin, sell, 600,005 (montages) fan melenjeden senege) fan enne (openlik senege) e ee στια φαταγραγιστική δια δαύσδαρμας ός ακαλ όπωσταβήστα, τδιάστραι οι φρητιώστι απηθητία μολοφίαι τη απο το διάρχο για up crease of results the branch is build in the second real resource real produced by the product of the second and a second provide the second se en neuro de marcante antere esta esta esta de concerne concerne serente conquires acceler (b) « en la concerne Antere anteres en concerne acceler concerne concerne concerne concerne acceler acceler (b) « en la concerne con in the countable Groundmore should state this manualet within interacts of the payment of the section science possi-HIM ATTRIBUTION IN COMPACT TO COMPACT FOR A THE FORMAX SHOT (2) AT AT LEAVE WITH THE BOLD THE AT A COMPACT AND A

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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 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. usiang anga

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration. A hand compared at the observation to contain these out

(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.

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. 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.

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

(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. **T**10.585

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction of renar 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 for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale of rental of the dwelling of will offer will make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower to another the approximate on the sale of the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower to approximate on the sale of the dwelling to anyone because of the dwelling to any one of the dwelling to anyone because of the dwelling to anyone becaus make unavauable or deny the dwelling to anyone because of race, color, rengion, sex, or national origin and (0) 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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(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valua-(19) portower agrees that the Government will not be bound by any present of inture laws, (a) providing for valua-tion, 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 much be brought (c) prescribing and other statute of tion, appraisal, homestead or exemption of the property, (D) promoting 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 the such action is a property of the such action for a deficiency judgment. limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions initiations, (a) allowing any right of redemption or possession following any foreclosure sale, or (e) initiang 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 temption of the temption of approving the temption of temption of the temption of temption transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys it rights, inchoate or consummate, or descent, dower, and curtesy.

(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 the cost of the debt evidenced by the note and all indebtedness to the Coversment required hereby. (d) inferior liens be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens be so paid, (c) the debt evidenced by the note and an indebtedness to the Government secured hereby, (d) interior itens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of the Government's option, any other indebtedness of all or any 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,

(a) declare the entire amount unpaid under the note and any indepredness to the Government nereoy 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 or, operate or rent the property, (c) upon application oy it and production or 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 (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses

(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

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

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

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production (13) If at any time it shall appear to the obvertiment that borrower may be able to obtain a roan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the deor evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable the determinant is a secure of the property and subordinate its evidenced by the note or any indebtedness to the Government secured by this instrument, (0) release any party who is have under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its the first and (d) units any other of its rights under this instrument, (a) release any party who is have under the note or for the deot from haolity 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, and (a) waive any other of its rights under this instrument. Any and all this can and will be done without allecting 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 nen or the priority of this instrument of borrower's of any other party's hability 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.

(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

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or (12) Neutner the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole encumpered, voluntarily or otherwise, without the written consent of the Government. The Government shan have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, suband exclusive rights as mortgagee nereunder, including but not imited to the power to grant consents, partial releases, sub-ordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits

of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of

(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 suppleand priority nereor and to the enforcement of or the compliance with the provisions hereor and or the note and any supple-mentary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of

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.

(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 a good and husbandmaninke manner; comply with such farm conservation practices and farm and none management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or

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

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request, to deliver such policies to the Government.

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their____ and acknowledged the foregoing instrument to be voluntary act and deed. Before me: and the second s E AN PARTIC AND THE REPORT OF A PROPERTY AND

Notary Public.

agreons ha na maola David W. Moore and Joann Moore named .

COUNTY OF. en anderstand met met takte ander ander fan de fan de ser Sec. St. 19 - 81, personally appeared the above-On this day of June

the strange of the according deprise procession. den de gerochtige och felle soll dat de principel, de site orrec JOANN MOORE i spis Provinsion, po ACKNOWLEDGMENT FOR OREGON Malan A STATE OF OREGON (ii) A frank the generation threater. The four content and the fiberal feet 1981 a an barbar a section from the approximate between and Klamath

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

regulations not inconsistent with the express provisions hereof. (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 97204, 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).

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration, and the subject to the present regulations of the Farmers Home Administration and the subject to the subject to the present regulations of the subject to the subjec

LEGAL DESCRIPTION:

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- PARCEL 1: That portion of NW4NW4 Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath State of Oregon, lying North & East of Shasta View Irrigation
- PARCEL 2: Canal. PARCEL 2: That portion of NW4NW4 Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Southwesterly of Shasta View Irrigation of Oregon, lying Southwesterly of Shasta View Irrigation District Canal. EXCEPTING THEREFROM the South 30 feet thereof.

700 ft. 5" aluminum irrigation pipe
700 ft. 4" aluminum irrigation pipe
10,000 ft. 3" aluminum irrigation pipe with laterals
including any additions thereof or replacements thereto.

STATE JF OREGCN; COUNTY O	F KLAMATH; ss.
Filed for record at request of	
this <u>16th</u> day of <u>June</u>	A. D. 1981 at 3:420' clock P Mard
duly recorded in Vol. <u>M81</u>	_, of on i'd c 10787 EVELYN BIEHN, Counis Clerk
Fee \$17.50	By <u>No Da a Gaalfa</u>
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