Form FniHA 427-1 OR USDA-I-mHA (Rev. 1-19-79)

ge at thing

Position 5

Vol. 79/ Page 13294

Fosition 5 REAL ESTANE MORTGAGE FOR OREGON

THIS MORTGAGE is made and entered nto thy North J. ROBUSTELLT, JR. and BARBARA F. ROBUSTELLT, husband and wife.

Klamath County, Oregon, whose post office

127, Bonanza , Oregon residing in address is Route 1 Box 127; Bonanza

nerein caused Borrower, and WHEREAS Borrower is indebted to the Uristed States of America, acting through the Farmers Home Administration, whereas Borrower is indebted to the Uristed States of America, acting through the Farmers Home Administration, on the Uristed States of America, acting through the Farmers Home Administration, acting through the Farmers Home Administration, on the Uristed States of America, acting through the Farmers Home Administration, on the Uristed States of America, acting through the Farmers Home Administration, which has been executed by Borrower, is payable to the order of the Uristed States of America, acting through the Farmers Home Administration, on the Uristed States of America, acting through the Farmers Home Administration, which has been executed by Borrower, is payable to the order of the Uristed States Department of Agriculture; before a saled in the Uristed States of America, acting through the Farmers Home Administration, which has been executed by Borrower, is payable to the order of the Uristed States Department of Agriculture; before a saled in the Uristed States of America, acting through the Government when the Uristed States of America, acting through the Government when the Uristed States of America, acting through the Uristed States of America, acting through the Government when the Uristed States of America, acting through the Uristed States of America, acting the Uristed States of America, acting the Uristed States of America, acting through the Uristed States of Am Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Government, authorizes acceleration of the entire indeptedness at the option.

Borrower, and is described as follows:

Annual Rate

Due Date of Final

Government, authorizes accele Borrower, and is described as	follows:	Annual Rate	Installment
• Tulinga en de Periode de Silva.	Principal Amount	of Interest	May 5, 1988
Date of Instrument	\$45.000.00	13.0%	Feb. 13, 1982 Mar. 6, 1986
May 5, 1981	\$20,000.00 \$15,000.00	8.5%	May 26, 1985
Feb. 13, 1981 Mar. 6, 1979	\$15,000.00	8.0%	그렇게 보고 보고 원칙하다면 하다
May 26, 1978		operating loan(s) secur	ed by this instrument, ther

(1f the interest rate is less than 100 % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the no (e.)

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 Consolicated 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 not secure payment or in the event the Government should assign this instrument without insurance of the note, this instrument shall not secure payment of the note; but when the note is held by an insured, holder, this instrument shall constitute an indemnity mortgage of the note or attach to the debt evidence of the note and such debt shall constitute an indemnity mortgage. any other statutes administered by the Farmers Home Administration: 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

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 rayment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the rayment of the more and any renewals and extensions thereof and any agreements contained therein, (o) at an times when the riote 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 instrance contract by reason of any default by Borrower, and (c) in any event and at a lill times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as a lill times to secure the prompt payment of all advances and expenditures made by the Government. in times to secure the prompt payment of an advances and expenditures made by the Government, with interest, as hereinafter described, and the performince 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

The NWL of the NWL Section 15, Township 40 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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 effect.

reasonably necessary to the use of the real property described above, and promptly deliver to the Government demand receipts evidencing such navments demand receipts evidencing such payments the property, including all charges and assessments in connection with water, water tights, and water stock pertaining to or (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawf ally attaching to or assessed against

(6) To use the loan evidenced by the note solely for purpose authorized by the Covernment.

Borrower may be applied on the note or any indebtedness to the Government secured haveby in any order the Government interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by such advance by the Government shall relieve Borrower from brench of Borrower's continent to pay. Such advances, with instance from the Government for the Government of the G by Borrower to the Covernment without demand at the place designated in the latest rote and shall be secured hereby. No (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable Rorrower to the Covernment without demand at the place designated in the latest total and charles and payable.

servation, protection, or enforcement of this lien, as advances for the account of Bo rower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate. required herein to be paid by Bortower and not paid by Bortower when due, as well as any costs and expenses for the pre-

(4) Whether or not the note is insured by the Government, the Covernment may at any time pay any other amounts

assessments, insurance premiums and other charges upon the morigaged premises.

Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, seements incurrence premains and other observes. the Farmers Home Administration.

(2) To pay to the Covernment such fees and other charges as may now or her rifter be required by regulations of

all times when the note is held by an insured holder. Borrower shall continue to make payments on the note to the Covernthe Government against any loss under its insurance of payment of the note by retson of any default by Botrower. At

(1) To pay promptly when due any indebtedness to the Government hereby secure d and to indemnify and save harmless

easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows: TITLE to the property to the Covernment against all lawful claims and demands what sevet except any liens, encumbrances, BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TO HAVE AND TO HOLD the property unto the Government and its assigns forewar in fee simple.

thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, hansler, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property" or carpeting purchased or financed in whole or in part with loan funds, all water water lights, and water stock pertaining reasonably necessary to the use thereof, including, but not limited to, ranges, refrige more, clothes washers, clothes divers, profits thereof and revenues and income therefrom, all improvenents and personal property now or later attached thereto or together with all rights, interests, easements, hereditaments and appurtenances the eunto belonging, the rents, issues, and C and the second of the second

Alton research all from all anomal of the first particle and the fir

For service the second section of the service will be serviced by the serviced by the service

是**当我们我们这样的想象的情**况。

The file of the course as a court the response to the court of the cou

hing signed of their order companies of

(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 repar 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 request, to deliver such policies to the Government. 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 the Government of the Covernment of the co incovernment atom, time to time may prescribe, and not to abandon the property, or cause or permit waste, tessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber around oil control or other minerals around only the property. timber, grayel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien (10) To comply Tite all laws, ordinances, and regulations affecting the property. 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 any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and other instruments atternave feet trustees feet court costs and any supplementary agreement. supplementary agreement (whether before or inter default), including but not inflicted 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 convenient the property

Denistry of auternality, and conveying the property.

(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 rexpenses of advertising, selling, and conveying the property. voluntarity of otherwise, 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 resident holder shall have any right title or interest in or to the lies or any benefits hereof and satisfaction, and no insured holder shall I ave 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 any indebtedness to the Government (c) release portions of the property and subordinate its lies evidenced by the note or any indeptedness to the Government secured by this instrument, (c) release any party who is nable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lies, and (d) proper any other of its rights under this instrument. Any and all this can and will be depositible to the lies and (d) proper any other of its rights under this instrument. 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 (ii) waive any other of its rights under this instrument. Any and an this can and will be done without affecting the lief of the priority of this instrument or Borrover's or any other party's liability to the Government for payment of the note or dollar registered by this instrument unless the Covernment care otherwise in writing. HOWEVED, any forbasses by the of the priority of this instrument of Borrower's or any other party's naturity to the Government for payment of the note of debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in expressing any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or prichide 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 credit association, a rederat ianu pank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and poliods of time, Borrower will, upon the Government's request, apply for and accept the beautiful to the control of the contro terms for loans for similar purposes and perious of time, norrower 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 approposed in a constant leading a supplemental to be approposed in a constant leading a supplemental to be approposed in a constant leading to the constant leading

(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 a zency 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 perties named as Borrower die or be declared an incompetent, a bankrupt, or an instrument, or should any one of the perties named as Borrower die or be declared an incompetent, a bankrupt, or an instrument, or should any one of the benefit of conditions the Company of the conditions t insulancent, or should any one of the perces named as portower the or or 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:

(6) declare the entire amount unneit under the note and any indebtedness to the Covernment hereby secured immediately. shall constitute default hereunder. (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 que 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 evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of the property in the cases of the property of th evidence and without notice of nearing 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 labels and remadies provided herein or by receivers and remadies provided herein or by receivers law.

(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 incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to have and all indebtedness to the Covernment secured hereby (d) inferior liens have and (d) the debt evidenced by the note and all indebtedness to the Covernment secured hereby (d) inferior liens incident to entorcing or complying with the provisions nereot, (b) any prior liens required by law or a competent court to the so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens to so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens the so paid, (c) the deut evidenced by the note and an indeptedness to the Government's option, any other indebtedness of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Portrains of Portrains of the contract of the c of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of of bollower owing to or insured by the Government, and (1) any parameter to borrower. At foreclosure or other sale of ill or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government and its agents may bid and purchase as a stranger and may pay the Government, and (1) any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government, and (1) 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 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, (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, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property of the proper mining the amount thereof or the time within which such action may be prought, (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 Consequent may be sequently sequently impose the interest rate it may choose on condition of accounts. unitations, (a) anowing any figure distribution of possession tonowing any foreclosure saie, or (e) infitting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a which the Government may by regulation impose, including the interest rate it may charge. 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 consuminate; of descent, dower, and curtesy.

remiquisites, warves, and conveys an ignus, inchoate of consummate, of descent, dower, and conveys.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of poperty to be used as an invite-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell repair of property to be used as an invite-occupied dwelling (herein called "the dwelling or anyone authorized to act or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower will of the or will otherwise for the sale or rental the dwelling or will otherwise or rental the dwelling of whom fide offererefuse to negotiate for the sale or rental. or tent the awening and has obtained the dovernment sconsent to do so (a) neither sorrow in nor anyone authorized to act for Borrower will, after receipt of a bona fide offer; refuse to negotiate for the sale or rental. the dwelling or will otherwise for borrower wing after receipt of an one fueror reference to negotiate for the sale of tental. The dwening of win officials make unavailable or deny, the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower and the sale of tental and board and make unavauable of deny, the gwelling to anyone because of face, 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 dwelling relating to race color religion say or national origin dwelling relating to race, color, relig on, sex or national origin.

nting to rate 1830 of the places and that the property which is the property of the confect of the property of (21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future atestine control to meet Alor rolling of Second Second regulations not inconsistent with the express profisions hereof. eguations not inconsistent with the express picture income and, unless otherwise required by law, addressed, unless and (22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and (22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and (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 30 rower at the address shown in the Farmers Home Administration Finance of the fortland, Oregon 97205, and in the case of 30 rower at the address shown above. Office records (which normally will be the same as the post office address shown above).

(23) If any provision of this instrument of application thereof to any person or circumstances is held invalid, such application of the instrument which can be given effect without the invalid provision of application, and to that end the provision of application or application, and to that end the provision of application of applications of the instrument which can be given effect without the invalid application of applic The property of the contract o se inspire a growth a fire a control of the few managements of the few managements of the fire and the fire a WITNESS the hand(s) of Borrower this ACKNOWLEDGMENT FOR OREGON STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGON

STATE OF OREGNA

STATE OF OREGON

STATE OF OREGON

STATE OF OREGNA

STATE and acknowledged, the foregoing instrument to be their voluntary act and deed. Before me:

SUSAN E. DOIG

My Commission expires

FARMERS HOME ADMINISTRATION, USDA

P. O. BOX 1328 I hereby certify that the within instrument was received and filed for record on the STATE OF OREGON; COUNTY OF KLAMATH; SS. M., and duly recorded in A.D., 19 31 at 3:14 o'clock P 24thay of July COUNTY CLERK By Semethan & Litachdeputy Vol\_M81 , of \_\_\_Montgages on page13294\_\_.

Fec \$ 14.00