USDA-FmHA

Form FmHA 427-1 OR ((Rev. 4-21-81) same nome and beautions



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THIS MORTGAGE is made and entered into by the EDWIN K WILLIAM	
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THIS MORTGAGE is made and entered into by EDWIN K. VIEIRA and BONNIE B. VIEI	
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Secure husband and wife residing in . Klamath. (3). All introduces by the Conferminent in depart of include the interpretation of the following County, Oregon, whose post office address is Star Route Box 6, Beatty 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, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: the Cosk anners such that angular species he and make it propagates in recent to र समामकार्यः मध्य स्वामका भवतः भवतः । यह । वहस्य ।

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TO HAVE AND TO BOLD the property and the Secretained and the general below a below and the HAVE AND TO BELLEVIEW.

(If the interest rate is less than 13.25 % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.) or nation, with four thanks an according to the

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 any other statutes administered by the Farmers Home Administration; and the 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 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 ____Klamath

PARCEL 1: In Township 36 South, Range 11 East of the Willamette Meridian:

Section 14: Government Lots 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, and 31. Section 23: The NW1 and the NW1 of the NE1.

PARCEL 2: In Township 36 South, Range 11 East of the Willamette Meridian: Section 15: Government Lots 17, 18, 23, 24, 25, 26, 31, and 32.

EXCEPT any portion of the above described parcels lying within the right of

way of the O.C. Fr. Basilroad. Saction 20: The Tag and the Wel of the Min / PAROEL 2: In Townsdap 16 South, Rabbe 17 Year of the Final of South Control of the Control of th

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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.

(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.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes,

(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

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

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

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments. fall-Villing





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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 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 survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, or conveying the property.

(12) Neither 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 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 cove-

nants 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 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 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, or 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 acfor 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.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its wife 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, Office records (which normally will be the same as the post office address shown above). (23) If any provision of this instrument or application hereof to any person or circumstances is held invald, such (2.3) It any provision of this instrument or application hereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid much the provisions hereof are declared to be severable. limitations, (d) allowing any cight of redemption or regards on following any foreclosure colors of colonistic additions in the following any cight of redemption is reduced to the succeed foreign to the manufactor interest and the following any cight of respect to the following any cight of redemption is reduced to the succession of the following any cight of redemption is reduced to the succession of the following any cight of redemption is reduced to the succession of the s or limiting the amount thereof or the fine within which such action may be breight, (2) presenting any color of the limit which such action in any fraction of resembles of references on C. Cawini any fractionare colors of the finite limits in the limits tions "oppraisal, homestead or exemplical of the property, the prohibiture maintenance of an arrest to a decrease or the first series of the first series of the first series of the first which each active min to be breakled, or one when the order of the first series of the first series of the se (19) Borrower agrees that the Government will not be bound by any present or rather than the the easer bisecurse apare thate of the purchase piece by crediting such anount on uny debts of Berrower owner to exacted by the part of the property, the Coveringer, and its agents may hid and purchase are arrived and may tay too the consideration of the property, the Coveringer, and its agent may delive of Bernisser of the form of the constitution of the first of the remembers of the form of the first of the fact of t of record required by law in a compensational sources as paid, (exalthe Covernment's perfective and source measured by the Government, and (1) any balance to Depreson Abstractive associated by the Government, and (1) any balance to Depreson, Abstractive associated by the Government, and the man historial distribution or a continent of the real part of the reconstruction of the construction of the constr be no paid (c) the deby evidenced his the more and all indebtedness to the Green supply services now as the form of research remains the source of research continued the target the form of the form muldern to enforchigger complying with the provisions hereof, (b) any price tens recubril by an of a region to an end of the fact that the fac (183) The proceeds of loreclosure sale thall be applied in the following order to the passent on feature and the passent of th and centedies provided here'the by present or thrus-law. evidence and without notice of hearing of soid application, have a recover appointed for the presence of sections to like eases, (d) vorcious this instrument as provided herein or by the land (e) that is not received in the contraction and the contraction that is not the contraction of the contrac passession of, operato or termitie property, (c), upon abeliation by a undependent model in the security and abelian flavor sections are terminated in the security and the security of the se due and pryabite, (b) for the account of Bottower must and pay teavisair a papers of the result of payers to be a payers of payers of the property. 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Vieira, husband and wife and acknowledged the foregoing instrument to be voluntary act and deed. Before me: (NOTORIAL SPAL) жасын 161 ауыны SUSAN E. DOIG

My Commission expires 2-20-83 principle of the M. Para control of the control of th Resident und den statistichen der son Carrie (den progressionen besch restour in aspent eachet observer in the think of the STATE OF OREGON; COUNTY OF KLAMATH: ss. I hereby certify that the within instrument was received and filed for record on the August A.D., 19 R1 at 4:22 o'clock P M., and duly recorded in

M81 of Mortgages on page 14753

EVELYN BIEHN COUNTY CLERK

Fee \$ 14.00