CHL23       Position 5         WINDAF Frailing       Notion 5         Year Age 2010       Year Age 2010         Year Year Age 2010						
Form FinilA 427-1 OR (Rev. 4.21-31)       REAL ESTATE MORTGAGE FOR OREGON         Work May 2         THIS MORTGAGE is made and entered into by "TERTL L. AND EMERARA A. HELSON, Interband and HETG.         THIS MORTGAGE is made and entered into by "TERTL L. AND EMERARA A. HELSON, Interband and HETG.         County, Oregon, whose post offi- herein called "Botrower," and the "Interband States of America, acting through the Farmers Home Administration, Unite Barrier called "Botrower," and the "Interband States of America, acting through the Farmers Home Administration, Unite States Department of Agriculture, herein called the "Government," and: WHEREAS DEPARTMENT of Agriculture, herein called the "Government," and: WHEREAS DEPARTMENT of the entire inheredness at the option of the Government upon any default by Botrower, and the described as follows:       Oregon 97522         MEREAS DEPARTMENT         Annual Rate Date of Instrument Jat. 5, 1982       One of the Government, at any time, may default by Botrower, and the downer ship of operating loan(s) secured by this instrument, then the And the note evidences a loan to Botrower, and the Government, at any time, may assign henote and insure the any meet there of pursuant to the Consolitate Farm and Rute Development Act, or Title V of the Housing Act of 1980 or of the note evidences a loan to Botrower, and the Government, at any time, may assign henote and insure the any other statutes administered by the Farmer Home Administration.         And the note evidences a loan to Botrower, and the Government, at any time, may assign henote and insure the obsy other statutes administered by the Farmer Home Administration. <td co<="" th=""><th></th><th>8123</th><th></th><th></th><th></th></td>	<th></th> <th>8123</th> <th></th> <th></th> <th></th>		8123			
Out PairlA 427-1 OR       Vol. U.S. * G.S. Z.         Rev. 4.21-31)       REAL ESTATE MORTGAGE FOR OREGON         THIS MORTGAGE is made and entered into by       VERILL L. AND EAFBARA A. HELSON,         Huebe.nd and Wiffe.       County, Oregon, whose post offi         residing in       KLAMATRI         address is		USDA-FraHA	( ])	osition 5		
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<ul> <li>Jan. 1, 1983</li> <li>(If the interest rate is less than 14.5.% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)</li> <li>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 Consolilated 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 farmers Home Administration;</li> <li>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 against loss under its insurance contract by reason of any default by Borrower;</li> <li>Mow THEREFORE, in consideration of the loan(s) and (a) at all times when the note, the Borrower and the event the Government should assign this instrument without insurance of the note, the Borrower and the event the Government should assign the reast credit or subsidy which may be granted to the Borrower and the event the Government should assign the instrument without insurance of the note, the Borrower and the event the Government should assign the instrument without insurance of the note, the Borrower apayment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by the Government, the secure performance of Borrower's agreement berein to indemnify and save hard by after described, and the event the pormpt payment of all advances and extensions thereof and any default by Borrower, and (c) in any event and after described, and the instrument should assign the instrument without insurance of the note, the socie prompt payment of the performance of Borrower's agreements contained therein, (b) at all times when t</li></ul>			118,900.00		Installment	
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Loweth we loss of your West of the Vort West Aver, West			이 사람이 물건 물을 통하게 위해서 물을 들었다.			

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.

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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 yelf, 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:

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

(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 Gov-

(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,

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

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Governit ent 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 (6)

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

(7) To pay when due all taxas, 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

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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, ceal, 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, sub-ordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the inaturity 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 other 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 age to 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) foreclos: 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.

(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 relirquishes, 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 Bortower 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 rential of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of nace, color, religion, sex, or national origin and (b) Borrower (b) Borrower as a sillegal 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 future 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 to given, in the case of the Government to Farmers Home Administration, at Portland, Oregon 97204, and in the case of Bor ower 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).

(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.

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and acknowledged the feregoing instrument to be	THEIR		voluntary act	and deed. Before me:
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STATE OF OREGON; COUNTY OF KLAMATH				
I hereby certify that the within in	nstrument was red	ceived a	nd filed fo	r record on the
<u>8</u> day of <u>January</u> A.D., 198	2ar. 2:17 o'c	lock P	M., and duly	y recorded in
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