	저렴한 민준이 말을 주도로 같아.		ΠΟΠΩΙΛΟ
Form FmHA 427-1 OK (Rev. 4-21-81) SEOC THIS MORTGAGE is made and entered into by <u>GEF</u>	ALD D. DOUGLAS	and LUKNA	L L DUUGLAS
residing in (副 吉凡		nagura e galetary estates dare. Racing policies de darectores
Klamath		County, C	Dregon, whose post office
address is <u>Routen 1 Box 75B</u> , Bonauza herein called "Borrower," and the United States of America			, Oregon <u>97623</u> ,
address is <u>Routening Dow 1957</u> Joint States of America	, acting through the	Farmers Home	e Administration, United
States Department of Agriculture, neven can't die Government, as WHEREAS Borrower is indebted to the Government, as agreement(s), herein called "note," which his been executed thorizes acceleration of the entire indebtedness at the option	evidenced by one or by Borrower, is payat n of the Government	more promisso le to the orde upon any def	ory note(s) or assumption or of the Government, au- fault by Borrower, and is
thorizes acceleration of the entire indebtedness at the option described as follows:	Annual R	ate	Due Date of Final
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described as follows: <u>Date of Instrument</u> Felb., 23, 1982 \$51,700.00	14.259	6 .	Feb. 23, 1989
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thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thureto together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and

of any part thereof or interest therein-all of which are herein called "the property";

TITLE to the property to the Government against all lawful claims and demands whatsoever 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 forever in fee simple.

At all times when the note is held by an insured holder, Forrower shall continue to make payments on the note to the Govharmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save easements, reservations, or conveyances specified hereinabove, and COVENANTS AND ACREES as follows:

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of ernment, as collection agent for the holder.

the Farmers Home Administration. (3) If required by the Government, to make additional monthly payriants of 1/12 of the estimated annual laxes,

requited herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the pre-(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts assessments, insurance premiums and other charges upon the mortgaged premises.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and interest at the rate borne by the note which has the highest interest rate. servation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear

Government determines. made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the by. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured here-

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

to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to of assessed

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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 deriver 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 manuer; 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 lavs, 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 maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indubtedness 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 unpid 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 hering of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) forec ose 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 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 lorrower. 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 act for Borrower will, after receipt of i. 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.

regulations not inconsistent will the express provisions hereof.

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

(22) Notices given hereinder shall be sent by certified mail, unless otherwise required by law, addressed, unless and some other address is desimated 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). (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 duat end the provisions hereof are declared to be severable.

Wiskin Di applicationi, and to utat end the provisions hereor, are declared to be severable. Annual file cost instantial and to utat end the provisions hereor, are declared to be severable. The cost instantial and the provisions hereor, are declared to be severable. The file cost instantial and the provisions hereor, are declared to be severable. The file cost instantial and the provisions hereor, are declared to be severable. The file cost instantial and the provisions hereor, are declared to be severable. The file cost instantial and the provisions hereor and the provision hereor and thereor and thereor and the provision hereor an Helsen war in the company with the company with the part of the real many material in the part of thep

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(10) June 1 Formulation of the second s WITNESS the hand(s) of Borrower this 学生会社 day of February . 19 82

1. "我就是我不知道,我们就是你的吗?" "你们你们你们,我们就是你们你没有了人,我们 GERALD D. DOUGLAS LORNA L. DOUGLAS the distance in the ACKNOWLEDGMENT FOR OREGON on the state of the 的复数运行 学校的教育的公司 See 1 STATE OF OREGON 1.88.14 an (*) 14445. Hogenaal Senael 6 die 12 ooraans Wash 2. Wenned house the second strends of the COUNTY OF Klamath On this _____23rd February ____ day of ___ $\frac{82}{2}$, personally appeared the abovenamed ___Gerald D. Douglas wild Lorna L. Douglas, husband and wife and acknowledges the foregoing instrument to be ____ their - voluntary act and deed. Before me: After recording let et die slagter plantin My Commission expires _ SUSAN E. DOIG Notary Public. 2/20/83 - 51 Preiners Home Administration, TEDA S. S. S. P. O. Bon 1328 Klaunth Falls, OR 97601 STATE OF OREGON: COUNTY OF KLAMATH :SS I hereby certify that the within instrument was received and filed for record on the 2 day of March A.D., 1982 at 11:26

o'clock A M,

Deputy

on page. 2620

EVELYN BIEHN GOUNTY CLERK

June

and duly recorded in Vol M82 , of Mtge.

Fee \$ 16.00