

21586

REAL ESTATE MORTGAGE FOR OREGON

Vol. 83 Page 4253

THIS MORTGAGE is made and entered into by Douglas J. Puckett and Thann C. Puckett,
husband and wife

residing in Klamath County, Oregon, whose post office
address is P. O. Box 51, Keno

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
described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
March 17, 1983	\$34,705.76	10.25%	March 17, 1980
May 1, 1978	\$55,000.00	5%	May 1, 2018
September 29, 1979	\$35,500.00	9%	September 27, 2010

(If the interest rate is less than NA % for farm ownership or operating loan(s) secured by this instrument, then the
rate may be changed as 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 thereof 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 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 herein-
after 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

SEE LEGAL AS ATTACHED HERETO AND MADE A PART HEREOF

The above is the same property recorded in Mortgage records of said county in
Vol. M79 of Mortgages on page 22885 and Vol. M78 of Mortgages on Page 8761.

This mortgage is also given to further secure the obligations secured by herein-
before described mortgages to the Government, which mortgages shall remain in full
force and effect.

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, 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.

(5) 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.

(6) 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.

(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 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 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 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 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.

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(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 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 invalid, 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.

WITNESS the hand(s) of Borrower this 17th day of March, 19 83.

Douglas J. Puckett
DOUGLAS J. PUCKETT

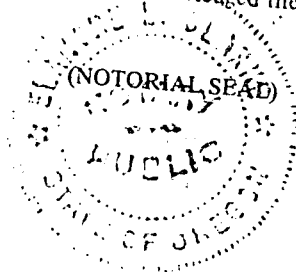
Tyann C. Puckett
TYANN C. PUCKETT

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON

COUNTY OF KLAMATH } ss:

On this 17th day of March, 19 83, personally appeared the above-named Douglas J. Puckett and Tyann C. Puckett, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Elanore L. Clarke
ELANORE L. CLARKE

Notary Public.

Return to
P. O. BOX 1222
KLAMATH FALLS, OR 97601

My Commission expires 8/15/86
FARMERS HOME ADMINISTRATION, USDA

DESCRIPTION

PARCEL 1

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All that portion of Section 31, Township 39 South, Range 8 East, and Section 6 Township 40 South, Range 8 East of the Willamette Meridian, lying Northeasterly of the Klamath River and Southeasterly and Southwesterly of the Easterly and Southerly Rights-of-Way of Oregon State Highway No. 66 as the same is presently located and Constructed.

EXCEPTING THEREFROM the following:

A parcel of land situated in Township 39 South, Range 8 East, Section 31 and Township 40 South, Range 8 East, Section 6 more particularly described as follows:

Beginning at a point on the Easterly right of way of Highway 66 (Green Springs Highway), from which the Southeast corner of said Section 31 bears South 78° 32' 17" East 4025.34 feet, thence from said point of beginning Northeasterly along the Easterly right of way line of said Highway 66 the following two courses:

North 31° 08' 57" East 976.14 feet, thence along the arc of a 1392.40 feet radius curve to the right (= 06° 28' 00" chord = North 34° 22' 57" East 157.07 feet) 157.15 feet, thence leaving said Easterly right of way line of said Highway 66 South 44° 00' 11" East 763.63 feet to a 5/8" iron pin, thence South 32° 44' 20" East 358.44 feet to a 5/8" iron pin, thence South 28° 26' 27" East 373.65 feet to a 5/8" iron pin, thence South 23° 11' 48" East 1231.74 feet to a 5/8" iron pin, thence South 66° 45' 23" West 809.13 feet to the Mean High Water line of the Klamath River, thence Northwesterly along the Mean High Water Line to the said Klamath River the following ten bearings and distance: North 20° 05' 12" West 184.88 feet, North 27° 59' 43" West 318.22 feet, North 23° 33' 53" West 480.79 feet, North 29° 34' 22" West 222.65 feet, North 41° 35' 28" West 128.40 feet, North 52° 33' 18" West 300.06 feet, North 54° 45' 49" West 193.57 feet, South 74° 27' 22" West 47.87 feet to a 5/8" iron pin, North 56° 11' 14" West 98.01 feet to a 5/8" iron pin, North 38° 04' 07" West 184.13 feet, to the point of beginning.

PARCEL 2

A portion of the SW¹/₄NE¹/₄, NE¹/₄SW¹/₄, and NW¹/₄SE¹/₄, of Section 31, Township 39 South, Range 8 East of the Willamette Meridian, more particularly described as follows: Beginning at the intersection of Old Klamath Falls-Ashland Highway and the new Highway as now located; thence Northeasterly along the Northerly right of way line of the new Klamath Falls-Ashland Highway to its intersection with the Southerly right of way line of Clover Creek County Road; thence Northwesterly along said Southerly line to its intersection with Southerly right of way line of the Old Highway; thence Southwesterly along said Southerly right of way line of the Old Klamath Falls-Ashland Highway line to the point of beginning

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PARCEL 2

EXCEPTING THEREFROM the following:

Beginning at a 5/8 inch iron pin marking the intersection, of the Southwesterly right-of-way line of Clover Creek Road, a county road, with the Northerly right-of-way line of Oregon Highway No. 66 at a point-on-curve of said Highway 66; thence along said Northerly right-of-way line of Highway 66 and the arc of a 398.10 feet radius curve to the left (delta = $36^{\circ} 39' 17''$ long chord = South $68^{\circ} 50' 10''$ West, 250.36 feet) 254.68 feet to a 5/8 inch iron pin at the end of curve; thence S $50^{\circ} 30' 32''$ West, 285.08 feet, thence leaving said Northerly right-of-way line of Highway 66 North $50^{\circ} 20' 00''$ West, 165.37 feet; thence North $46^{\circ} 02' 47''$ East, 520.36 feet to a 5/8 inch iron pin on said Southwesterly right-of-way line of Clover Creek Road; thence South $46^{\circ} 35' 18''$ East along said Clover Creek Road right-of-way line, 283.80 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM the following:

The Northeasterly 133.5 feet of the following-described real property situate in Section 31, Township 39 South, Range 8 E., W.M.

Beginning at a point on the Southeasterly right of way of the old County Road, known as "Puckett Road" from which the most Easterly corner of Lot 1, Block 1, Klamath River Acres bears the following two bearings and distances: North $46^{\circ} 02' 47''$ East 173.37 feet, North $46^{\circ} 35' 18''$ West 291.18 feet, thence from said point of beginning South $48^{\circ} 27' 48''$ East 194.13 feet thence South $46^{\circ} 02' 47''$ West 353.37 feet, North $50^{\circ} 20' 00''$ West 195.75 feet to the Southeasterly right of way of said "Puckett Road", thence North $46^{\circ} 02' 47''$ East along the Southeasterly right-of-way of said "Puckett Road" 359.78 feet to the point of beginning,

PARCEL 3

A portion of Lot 9, Section 5, Township 40 South, Range 8 East of the Willamette Meridian described as follow: Beginning at the Northwest Corner of Section 5, Township 40 South, Range 8 East of the Willamette Meridian, which point is also the Northwest corner of Lot 9; thence South along the West line of Section 5 to the Northerly bank of the Klamath River; thence South $84^{\circ} 30'$ East 1044.8 feet to a point; thence North 4° West 1063.9 feet, more or less, to the North boundary of Section 5; thence West along the North boundary of Section 5 to the point of beginning.

DESCRIPTION

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PARCEL 3 continued

EXCEPTING THEREFROM any portion which lies Northeasterly of the Southwesterly right-of-way line of the Weyerhaeuser-Logging Road.

EXCEPTING THEREFROM Parcels, 1, 2 and 3 above the right-of-way of The Weyerhaeuser Company haul road.

ALSO EXCEPTING THEREFROM, Parcels 1, 2 and 3 above, the following:

A strip of land 66 feet in width lying 33 feet on each side of a center line as now staked on the ground and more particularly described as follows:

Beginning at the intersection of the East line of the Puckett tract in Section 31, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, with the South boundary of the State Highway right of way; thence South 23° East along said line a distance of 418 feet more or less to the true point of beginning; thence North 62° 36' West a distance of 658 feet more or less to the East boundary of the Old County Road right of way, less such portions of the above described strip as are contained in public road rights of way.

ALSO EXCEPTING THEREFROM, Parcels, 1, 2, and 3 above, the following:

A strip of land 80 feet in width situate in the Northeast quarter of the Southwest quarter of Section 31, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon lying 40 feet on each side of the centerline of the Weyerhaeuser Timber Company's railroad as now constructed and more particularly described as follows:

Beginning at the Engineer's Station 356+63.00, said point being on the centerline of said railroad which bears South 62° 36' East a distance of 544.97 feet from the intersection of said railroad centerline with the centerline of the Asland Klamath Falls, Highway; thence North 62° 36' West a distance of 770.00 feet to Engineer's Station 364+33.00, said point being the intersection of said railroad centerline with the centerline of the Old County Road, excepting those parts of the above described strip of land previously deeded to the State Oregon and Klamath County as right of way.

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 21st day of March A.D., 1983 at 9:35 o'clock A M, and duly recorded in Vol M83, of Mortgages on page. 4253

EVELYN BIEHN COUNTY CLERK

by [Signature] Deputy

Fee \$ 23.00