Vol. 718 Page 10429

			AN MARIE
WALKER, his wif	e		
Wlamath		County,	Oregon, whose post office
esiding in <u>Klamath</u>			, Oregon97633
ddress is P. O. Bo	x 830, Merrill	I di Farmara Man	OregonUnited
States Department of Agricu WHEREAS Borrower	ox 830, Merrill and the United States of America, a lture, herein called the "Government, is indebted to the Government, as ev "note," which has been executed by entire indebtedness at the option of	idenced by one or more promis	sory note(s) or assumption or of the Government, and
described as follows:		일찍 이 전에 맞춰 보고를 살았다고 하다.	Due Date of Fina
รูนสองสอบได้ กระทุกทหาย จับกรณ์ ร		Armual Rate	Installment
Date of Instrument			
7/1/83	\$50,000.00	10-3/4%	1/1/2015
rate may be changed as prov And the note eviden navment therof pursuant to			inc Housing
And the note eviden payment therof pursuant to any other statutes administed. And it is the purpose Government, or in the eves shall secure payment of the of the note or attach to the to secure the Government and this instrument by the Government pursuan NOW THEREFORE, in the event the Government against lotter the Government against lotter.	or the Consolidated Faint and Consolidated Faint the Government should assign this e note; but when the note is held by the debt evidenced thereby, but as to the against loss under its insurance contral also secures the recapture of any interest the secures of any interest the secures the recapture of any interest the recapture of any interest the secures the recapture of any interest the re	ation; among other things, at all times is instrument without insurance in an insured holder, this instrument in the note and such debt shall constitute to by reason of any default by Bourest credit or subsidy which may all times when the note is hout insurance of the payment of any agreements contained there is soon of any default by Borrower's agreement herein to ason of any default by Borrower.	when the note is held by of the note, this instrum- ent shall not secure paymi- itute an indemnity mortg- irrower; be granted to the Borrow held by the Government of the note, to secure pron- ein, (b) at all times when indemnify and save harm r, and (c) in any event and east, with interest, as her

All that portion of the SE1/4SW1/4 of Section 6, Township 41 South, Range 11 E.W.M., Klamath County, Oregon, lying Northerly of the U.S.R.S. Drain No. 8 and lying Southerly of the Great Northern Railway Boundary. EXCEPTING therefrom the Easterly 33 feet thereof. Railway Boundary. Exception therefrom the Easterly 33 feet thereof. U.S. a. S. brain No. S and Lying Southerly of the Creat Morthern Range 11 1. W. M. . Klamath Councy, Oregon, Lying Mortnerly of the All that nortion of the SEL/4SEL/4 of Saction 6. Township of South,

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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,

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

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(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.

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(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 repair and make repairs required by the Government; operate the property in request, to deliver such policies to the Government. 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.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien (10) To comply with 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 suppleand priority neteor and to the emoleculent of of the compliance with the provisions hereof and of the note and any supplied mentary 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

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or advertising, selling, or conveying the property. 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.

nants and agreements contained nerein 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 under the note or for the debt from liability to the Government. Any and all this can and will be done without affecting the 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 Romower's or any other party's liability to the Covernment for payment of the note 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

(16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held purchased in a cooperative lending agency in connection with such loan. or 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 shall constitute default hereunder. 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 possession or, operate or tent the property, (c) upon application by it and production of this instrument without order 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 medicine to emoteing of compaying what the provisions hereof, (b) any prior nens required by law of 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 or record required by taw or a competent court to be so paid, (e) at the dovernment's option, any other independents of Borrower. At foreclosure or other sale of all or any 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 part of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government,

(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 for limiting the amount thereof or the time within which such action may be brought (c) prescribing any other countries. in the order prescribed above. 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 of repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or reput the dwelling and has obtained the Community of the dwelling and the dwelling and the dwelling and the community of the dwelling and the dwelling and the dwelling and the dwelling and the repair of property to be used as an owner-occupied aweiling (herein called the dwelling) and it borrower intends to self 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 discontinuous of activities and the 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 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 that end the provisions hereof are declared to be severable.

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and acknowledged	the foregoing instrument to	be	their	v	oluntary act and dee	ed. Before me:
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