

USDA-FmHA

Form FmHA 427-1 OR

(Rev. 4-21-81)

Vol. 183 Page 12236

TA-8-26083-7

REAL ESTATE MORTGAGE FOR OREGON

THIS MORTGAGE is made and entered into by GUY O. TORGERSEN andROBIN G. TORGERSEN, husband and wiferesiding in Klamath

County, Oregon, whose post office

address is 8208 Homedale Road, Klamath Falls, Oregon 97601

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:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
July 27, 1983	\$60,000.00	10.75%	July 27, 2003

(If the interest rate is less than N/A % 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

A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 39
South, Range 9 East of the Willamette Meridian, being the Northerly 750
feet of that parcel of land described in recorded contract, M-76 at
page 13093, of the Klamath County Deed Records, said tract of land being
more particularly described as follows: Beginning at the NE 1/16 corner
which bears South 45° 10' 13" West 1885.21 feet from the Northeast corner
of said Section 26; thence South 00° 03' 51" West along the East line of
said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 750.00 feet to a 5/8 inch iron pin with plastic cap; thence
South 89° 58' 04" West 1010.93 feet to a 5/8 inch iron pin with plastic
cap on the Easterly line of that tract of land described in Deed Volume
272, page 310 of Klamath County Deed Records; thence North 21° 54' 13"
West (North 21° 30' 15" West by said Deed Volume 272, page 310) 808.17

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continued...

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32.3" X 40' aluminum sprinkler pipe with risers
1 Berkeley 25 H.P. Pump, Model B32PL, Serial #7731104
Including any additions thereto or replacements thereof.

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, assigns, successors, legal representatives, assigns, and assigns, TITLE to the property to the Government against all lawful claims, demands, suits, actions, judgments, decrees, orders, awards, easements, reservations, or conveyances.

(1) 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
 harmless the Government against any loss under its insurance of payment of said
 At all times when the note is held by an insured holder, Borrower shall employ
 ernment, as collection agent for the holder.
 (2) To pay to the Government the principal of and interest on the note, when due,

(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.

(4) Whether or not the note is insured by the Government, the Government may at any time pay or cause to be paid by Borrower and not paid by Borrower when due, as well as, as advances for the interest at the rate borne by the note which has the effect of insuring the note to the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, insurance premiums and other charges upon the mortgaged premises.

(5) All advances by the Government as described in this instrument, with interest shall be payable by Borrower to the Government without demand at the place designated in the instrument. By no such advance by the Government shall relieve Borrower of the obligation to pay the rate borne by the note which has the highest interest rate.

(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 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, 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 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 any regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed to and delivered to the Borrower with the express provisions hereof, or to the Farmers Home Administration, and to the address 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 is held to be invalid, the entire instrument shall nevertheless remain in full force and effect.

(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.

and to annul the provisions hereof as declared to be severable.

[illegible][illegible]

(1) SHOULD BE AVOIDED

WITNESS the hand(s) of Borrower this: 27TH day of July, 1983

WITNESS the hand(s) of Borrower, this 27TH day of July, 1983

Ray C. Rogers

Robin Y. Dargatzis

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON

COUNTY OF Klamath

On this 27th day of July, 19 83, personally appeared the above-

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(NOTORIAL SEAL)

Dusan C. Patzke

Notary Public

My Commission expires 11-2-86

STATE OF OREGON; COUNTY OF KLAMATH; ss
I hereby certify that the within instrument was received and filed for
record on the 27 day of July A.D., 1983 at 3:48 o'clock P
and duly recorded in Vol M 83, of Mtges on page 12236 M
FEE \$

FEE \$ 16.00

EVELYN BIEHN COUNTY CLERK
by Lucy Jones Deputy