Position 5

Vol. 1/84 Page 9470

USDA-FmHA Form FmHA 427-1 OR

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bresiding in Klamath Falls, County, Or Maddress is a County of Maddress is a C	egon, whose post office
Haddressisner of P.O. Box 1328. Klamath Falls	
herein called "Borrower" and the Hitted State of the)regon <u>97601</u> ,
herein called "Borrower," and the United States of America, acting through the Farmers Home States Department of Agriculture, herein called the "Government," and	Administration, United
WHEREAS Borrower is indebted to the Covernment as avidence it is	North Galland and Albert (1996) North Chestal (1997)
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of the interest rate is less than 10.75 % for farm ownership or operating loan(s) secured by the rate may be changed as provided in the note, of the note evidences a loan to Borrower, and the Government at any time may assign the	is instrument, then the
33 363 And the onte outdoors on law to the	the first of the property of the entire payment was a con-
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Government, or in the event the Government should exist, among other titings, at all times when	the note is held by the
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And this instrument also secures the recapture of any interest credit or subsidy which may be grown by the Government pursuant to 42 U.S.C. §1490a.	anted to the Borrower
NOW THEREFORE in consideration of the least	
in the event the Government should assign this instrument without insurance of the payment of the note and any renewals and extensions thereof and any agreement of the note and any renewals and extensions thereof and any agreement.	y the Government, or
payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) note is held by an insured holder, to secure performance of Borrower's p	at all times when the
the Government against loss under its insurance contract by recover's agreement nerein to indemn	ity and save harmless
all times to secure the prompt payment of all advances and expenditures made by the Government, waster described, and the performance of every coverant and agreement of Research	c) in any event and at
after described, and the performance of every covenant and agreement of Borrower contained herein or agreement, Borrower does hereby grant, bargain, sell convey mortgage and exign with	in any supplementary
to assign with general warra	inty unto the Govern-
ment the following property situated in the State of Oregon, County(ies) ofKlamath	OFIT
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SEE ATTACHED LEGAL DESCRIPTION

SEE ATTACHED INVENTORY OF IRRIGATION EQUIPMENT

9099

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE DATE OF THE FINAL PAYMENT**

there has become by though subserve for the Mina of America, Consistent for the man-วงสามระสามาร์ กรุงมากราชาว สุมเลย พระอยู่ดี พิมพาก กรุงพิพพาการทางสามาร์ก "เดยเหมือนมา "การก กระดับมาการก

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And it is the perposa and finder of the instrument deel, smore substitution of status, where it 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:

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.

1962 (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 . The transport of the Fe

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.



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.

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

(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.

(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.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its fut 18808 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 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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PARCEL 1:

Those portions of Government Lot 1, Government Lot 2, and the Ed of the NW4 of Section 18, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying West of the Master Drain and North of a diagonal drain as the same are presently located and constructed.

PARCEL 2:

Those portions of the SE4 of the NW4, the E2 of the SW4 and the SW4 of the SE4 of Section 7. Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying West of the Buck Creek Canal as the same is presently located and constructed.

EXCEPTING THEREFROM the following:

A one acre portion of land located in the SPASWA Of Section 7, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Commencing at a point on the South line of SPASWA which lies distant 540 feet from the Southwest corner of said "40" and running thence North at right angles to said South line 208 3/4 feet; thence East parallel with said South line 208 3/4 feet; thence South at right angles to said South line 208 3/4 feet to said South line; thence Westerly 208 3/4 feet to the point of beginning.

Sprinkler irrigation system including but not limited to the following .items, including any replacements thereof or additions thereto:

1 4		U. S. Moto	T	S/N FS61271 9907062-809- F3030018HM	
Pı	mp with Motor	. 50 н.р. ъ	wie:	S/N 3221656	
21.5	ump w/motor	%215 нъ т	ayne Bowler	•.	
1. P	ump Screen	4" X 3" 4" X 4"			
3 _V	alve Openers	3" 3"			
	roplock end name	6" to 5"			
	Female Coupler Jump Pipes 4" Reducer	6" X 6"		.	.,
	DITOOM -	6" 6"			
	End Surge Plug End Surge Plug	5"			
3	Butterfly value	5" x 40 16' x 4	1 x. 71		•
	Wheel line			•	
62 28	Mainline	3 x 40			
60	Drop Lock Handline	3" x 40		s thereto:	ing
	-arma any rebl	acements there	not limited	to the follow	

Return: MT.C.

STATE OF OREGON: COUNTY OF KLAMATH:SS
I hereby certify that the within instrument was received and filed for record on the 25th day of April A.D., 1984 at 16:59 of 20ck A M, and duly recorded in Vol M84, of Mortgages on page 6805.

Fee: \$24.00

EVELYN BIEHN, COUNTY CLERK
by: 24.00

by: 24.00

Deputy

STATE OF OREGON: COUNTY OF KLAMATH:SS

I hereby certify that the within instrument was received and filed for record on the 5th day of June A.D., 1984 at 4:13 o'clock p M, and duly recorded in Vol MS4, of Mortgages on page 9470

Fee: \$ 24.00 EVELYN BIEHN, COUNTY CLERK

by: Han And , Deputy