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Origon, EXCEPTING therefrom that portion of Lots 10 and 11 103, page 478 to Klamath County by instrument recorded in Vol Deed Records of Klamath County, Oregon. 522 equipment:

Nico, the fo	llowing irri	gation equipment	SIZE & TYPE	SER	IAL OR
LINE QUANTIT	W KIND	MANUFACTURER	75 HP Mdl		3590-771074
		Marathon	FF364TTDS7 MD1.SWB75- 75HP	2 8 5/15	25369
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05 2640 06 2640 07 4	Mainline Wheel lin	s parts of Grade (Constitutions (Constitution) (Co	5"X1250 MD1.17040 Type 1649)2)-01 Code	78011610
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11 1	Motor	Century	40 H.P.	N.P.	5002337 853299
12 1	Pump & P U.S. MQt	anel Berkely OF Sterling		rvbe sc	9912 813885 nts, issues, and

together with all rights, interests, hereditaments and appurtenances thereinto belonging, the rents, issues, and profits thereof and revenues and income therefrom; all improvements and personal property now or later attached thereto drugs the rents is but not limited to transfer refrigerators clothes unshere clothes drugs proms uncreat and revenues and meaning merchanic, an improvements and personal property new or later attached uncreation of reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or reasonably necessary to the use thereor, including, out not minied to, ranges, terrigerators, cionies wasners, cionies urgers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining 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 Gov-

(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. (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes,

the Farmers Home Administration.

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. required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the pre-

required incluin to be paid by portower and not paid by portower when due, as well as any costs and expenses for the pre-servation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear 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.

(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 here-by. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment and by Borrower may be applied on the note or only indebtedness to the Government secured breaky in any order the uy. No such auvance by the Government shan toneve borrower from oreach 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 To use the loan evidenced by the note solely for purposes authorized by the Government. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed

Government determines. p. tapeaug aug artic against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining against the property, including an onliges and assessments in connection with water, water rights, and water slow portaining to or reasonably necessary to the use of their eal property described above; and promptly deliver to the Government without

demand receipts evidencing such payments. 1004、20月2日11日6月

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To keep the property insured as required by and under insurance policies approved by the Government and, at its deliver such policies to the Government request, to deliver such policies to the Government.

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deriver such policies to the Government. To maintain improvements in good repair and make repairs required by the Government; operate the property in hushandmanlike manner: commly with such farm conservation practices and farm and home management plans as (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 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 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, lessening or timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes. impairment of the security covered hereby, or, without the written consent of the Government, cut, ne timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes. (10) To comply with all laws, orginances, and regulations affecting the property. (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien provisions hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supple-(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 protection of the lien mentary agreement (whether before or after default), including but not limited to costs of evidence of the note and any supple-of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of

mentary agreement (wnether before or atter detault), 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. tising, seeing, or conveying the property. (12)_Neither_the_property_nor_any_portion_thereof_or_interest therein shall be leased, assigned, sold, transferred, or abered. voluntarily_or_otherwise_without the written consent of the Government. The Government shall have the sole (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transierred, 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 erant consents, partial releases, subencumbered, 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 have the sole ordinations, 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-and agreements contained herein or in any supplementary agreement are being performed. (13) At all reasonable times the Government and its agents may inspect the property to 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 need by the note or any indebtedness to the Government secured by this instrument (b) release any party who is liable

(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 is lien, and (d) waive any other of its rights under this instrument. (c) release portions of the property and subordinate is 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 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 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 applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Cable 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 a Federal land bank or other responsible cooperative or private credit source at reasonable rates and terms (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 for loans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for and accept such 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 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.

purchased in a cooperative lending agency in connection with such loan. assed in a cooperative lenging agency in connection with such loan. (16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held ured by the Covernment and executed or assumed by Borrower, and default under any such other security instrument (16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument need or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument need shall constitute default hereunder.

constitute detauit nereunder. (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by netrument or should any one of the parties named as Rorrower die or he declared an incompetent, a bankrupt, or an (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, max: 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 (a) declare the entire amount unpaid under the note and any indebtedness to 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 renair or maintenance of and take (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

duc 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 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 to ther of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights. emedies provided herein or by present or intuite law. (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses and to enforcing or complying with the provisions bereof. (b) any prior liens required by law or a competent court to

(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 (b) costs and expenses be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens or paid. (e) at the Government's option, any other indebtedness of 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 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's in the order prescribed above. in the order prescribed above. (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valua-tion, 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

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 statute of which the Government may by regulation impose, including the interest rate it may charge, as a condition the conditions 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. 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 or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rent all of the dwelling') and if Borrower intends to sell make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower will other to enforce any restrictive covenants on the formation or the sale of the sale or rential origin and (b) Borrower will origin.

dwelling relating for ace, 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 to the farmers and to the farmers and to its future to the farmers and to the farmers and to its future to the farmers and the fa LO regulations not inconsistent with the express provisions hereofen and the sent by certified mail, unless otherwise required by law, addressed, unless and at Portland, Oregon 97204, and in the case of Borrower at the address shown in the Farmers Home Administration. Office records (which normally will be the same as the post office address shown in the Farmers Home Administration Finance (22) If any provision of this instrument of configuration beautiful and the 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. ovision of abbitchtion and to that the me brokend the property region may be provide the processing any other statute of the time within which such action may be provide the providence of approximate and to the time within which such action may be providence of the time within which such action may be providence of the time to provide the interest part of the providence of approximate and the providence of the time within which such action may be providence of the time the conditions of the providence of the time to provide the interest part of the time action and to the time within which such action may be providence of the time to provide the time action and the providence of approximate the time to be action and the time to be action and the time action and the time to be action and the time action tion, appraisal horrestead or exemption of the property, (h) prohibiting mains report of an extent intra deficioncy judgment tion, appraisal horrestead or exemption of the property, (h) prohibiting mains report of the size within which each each or the size within the (19) Borrower sprees that the Cowarment will not he bound by any present of follows (a) providing for valua-annulated formation of the annarty. (b) and think mainterpret of the standard and the annarty of the annarty of the annarty. in the order prescribed above. prome a to entoreme of comprovide with the provisions nereot, (b) any prior provisions to only the state of a completent could be be so paid, (c) the debt avidanced by the note and all indeptedness to the flow under avoired hereby, (d) incurs that of the ord required by law of a completent court to be so paid, (e) at the flow under avoired prediction addressed flown are owned by the flowerment, and (f) any balance to flortower at the production paid that not print of the projectly, the flowerment and its agents may hid and purchase as a prior of the read required by the flowerment and its agents may hid and purchase as a prior of the flowerment by the flowerment and its agents may be debted flower or the flowerment, shows of the purchase price by crediting such amount on any debts of Beatower and the read by the flowerment, but do not prove the balance. (18) The proceeds of forcelositic sale shall be applied in the following order to try provide set: (a) constant expension (18). The proceeds of forcelositic sale shall be applied in the following order to entropid set as one plying with the provisions hereal, (b) any prior lines require second location (d) increase that the fore entropid of sometrying with the provisions hereal, (b) any prior for sometry increase (d) increase the fore entropid of sometry increase (d) increase the fore entropid of sometropy (d) increase the fore entropid of the fore entropy and remedies provided herein or by present or future law. of receivers in like cases, (d) foreclose this instrument as provided herein or by they, and (characteristic cliffet tights and remained morphic factors in the morphic remained herein or future lew ar in cars in sume another negative order, the need and any more tendence of the court of section () for the account of Borrowei incur and pay redsorable coorders is receiver and interaction of the property, (c) non application by it and productions of the court, with the easily of redsorable of the property, (c) non application by it and productions of the court, with the easily powers of defined and without police of heating of said application. Inset a provided herein of the court, (d) for eacily of said application have a receiver appointed for the court, with the easily powers of reactives and without police of heating of said application. Inset a receiver appointed for the court of the court, (d) for elease this instrument as novided herein or by leave and (c) receivers any and c) the class. (17) SHOULD DEFAULT occar in the perturbance of discharge of any which have a point under a perturbance of discharge of any which have a perturbance of discharge of any which have a perturbance of discrete of the perturbance of discrete of the perturbance of the per insured by the flavormisent and executed or assumed by Tobrower, and denotes a difference of differences and the second (16) Default terratuler auf averated a second by favorate and inter-WITNESS the hand(s) of Borrower this 1:12/2010-11: bour in sufficient automative pay the name and any adoptedness secured nerely. for hear for route purposes and periods of time lowerwill, about a (15) It is seen to shall appear to the Gereinmeth that Borran could respect theory. External bank on other separations will used for hear to remain concerns and non-order frame framework will used 19 2002 23 the state of the s to brites THEFT The state based of the second state of the sec Her and all which any other of its nacknowling GMENT FOR OREGON on a facily of data scalars algorithm the mater the tasks at the flor den from Hability to the (consument scenar p), the using all of the backness at the backness at the backness to the state of the flor of an independence of the (consument scenar p), the using the backness at the backness at the backness to the state of the backness of the (consument scenar p), the using the backness at the backness at the backness to the mater and affect the material independence of the (consument scenar p), the using the backness at the backness at the backness to the material affect the material independence at the backness at the backness at the backness at the backness to the construct of the backness at the backness to the construct of the backness at the bac August Beneficial according to 84 increduce but not highed to the p - , 19 _ -, personally appeared the above-Luther J. Horsley and Candace O. Horsley named survey in superity and interest of interest and acknowledged the foregoing instrument to be their and it is baren up a procession of a the compliant voluntary act and deed. Before me: (NOTORIAL SEAL) 3.000 The contract of the second second in the second sec and the An and a second se Notary Public. and we have managements to comply with and it to conservation prov ouist (a) a set of a se Farmers Home Administration ંગ્ય 2457 Patterson Klamath Falls, OR 97601 STATE OF OREGON: COUNTY OF KLAMATH:SS I hereby certify that the within instrument was received and filed for A.D., 1984 at 1:58 o'clock of Ρ Mortgages on page 15148 EVELYN BIEHN, COUNTY CLERK Fee: 16.00 bv Deputy