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Sestiding in <u>HC 30 Box 26</u> alled "Borrower," and the Far	Chiloguin Ore	mon 0760		Constant of the Republic
Called "Borrower," and the Far	mers Home Administ	ration United State	ath County, Oregon,	as grantor(s) herein
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State:Director of the Farmers Hor (1) to bak brown provide VAvenue; Portland	me Administration for	the State of Oregon w	NO TO DO MA DO DO DO DO DO	
Avenue; Portland	o o o o o o o o o o o o o o o o o o o	622 10 the Government	hose post office address is a	LECU SW Third
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WHEREAS D	nent," and:	Administration, Unite	ed States Department of Ag	griculture, as bene-
Avenue, Portland States of America, acting throug ficiary, herein called the "Governa WHEREAS Borrower is ind agreement(s), herein called "note," izes acceleration of the entre ind	ebted to the Governr	nent as evidenced by o	AUGAE attraction	n ne son for Harding Gan Herings and son
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ment thereof pursuant to Title V	of the Housing Act	he Government, at any	time, may assign the note an	
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to secure the Government against los	and only, but as	to the note and such a	debt shall	cure payment of
And this instrument also are	es the recapture of a	contract by reason of ar	ny default by Borrower:	mnity mortgage
by the Government pursuant to 42 U NOW, THEREFORE, in cons			bsidy which may be granted	to the Borrower
mortgages to Tourist in cons	ideration of the loan	(s) Borrows I		

EREFORE, in consideration of the loan(s) Borrower hereby grants bargains, sell, conveys, warrants and Trustee the following described property situated in the State of Oregon, County(ies) of Lyages to Klamath which said described real property is not currently used for agricultural, timber or grazing purposes:

Lot 1 and the South 1/2 of Lot 2 of PONDEROSA PARK in the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

of Wianath County, Jregor. Accounting for the official plat thereof on file in the office of the County 201 Lot 1 and the Bouth J/2 of Lot 2 of FOIDSHOEA FARTER and The star of a side of the

which sold described is a property is not contently used for sympathic threat or particle property which are a set to be a set of the set of th

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NOW THEREFORE, in consideration of the fourth) Bonewer hereby grades burgens, "it could a superior mongrages to Transe the following described property situated in the State of Case 234C.S.

And this instruction also secures the recepture of any interest credit or sampley while supple parameter in Borrow of by the Government persurpt to 42 U.S.C. §1490a, to secure the Gow much against loss under Its institute contract by reacht of adaptions of the contract of

shill scare politicary of the note, but when the note is hold by an insured bolder, the resonance of the resonance posterior of the note is noted by the note of the note is not the noted of the noted And it is the periods and function (this institution then, animal orbor things of a location to a set a location of this institution then animal orbor allocations are set as the formation of the period of the per

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 capreting 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 Trustee, Trustee's successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (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, including any provision for the payment of an insurance or other charge, (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 endorsement 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 hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein

and made a part hereof. The manufacture in the concentrate at calculate particulation of the second assigns WARRANTS the BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatso-ever 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 Govern-

ment, as collection agent for the holder, and with the second sec 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.

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts (4) 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. The second second

All advances by the Government as described in this instrument, with interest, shall be immediately due and (5) 1 :- 2 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. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note of any indebtedness to the Government secured hereby, in any order the Government 同じってくぶつだ (determines:) 7 ()

(6): Touse the loan evidenced by the note solely for purposes authorized by the Government.

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(20) All powers and agoncies granted in this instrument are coupled with an interest and are wise , and the rights and remedies provided in this instrument are cumulance to remedias polyade

rower owing to or insured by the Government; and (1) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the successful price by crediting such amount on any debts of Borrower owing to or insured by the Government; in the order prescribed above: or an action to a concluse instruction of the number of mean the order prescribed Price by crediting such amount on any debts of thorrower owing to or insured by the Government, in (C1) portower action for a deficiency indianent of fluiting the anomal thereof in the time within space of a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with not be bound by any bussely or finder space in a constraint with the space in a constraint with a constraint with the space in a constrai otherwise and the rights and remedies provided in this first amount are cumulative to remedie provided by the contract of the first and the fights and remedies provided in this first amount will out he found by any present of finite flows of the first of the first and the first of the first

(19) 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 baid. (c) the debt evidenced by the note and all indebtedness to the Government secured hereby. (d) inferior liens of 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's cured hereby, (d) inferior liens of court court to be considered by the court to be considered and all indebtedness of Ror. so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) interior liens of record required by law or a competent court to be so paid; (e) at the Government's option, any other indebtedness of Bor-rower owing to or insured by the Government; and (f) any balance to Borrower. In case the Government is the successful hidder at foreclosure or other sale of all or any part of the property the Government may nay its share of the purchase

on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee at Trustee's at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate authorized in accordance herewith

(18) At the request of the Government, Trustee may toreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's ontion may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such

tion 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, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law. (18) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the request for each or secured credit at the option of the Covernment, such sale may be adjourned from

named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Govern-ment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indepen-ness 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 applica-tion 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. and (d) authorize and request

security instrument shall consult the detault nereunder. (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as a second any accompany for the benefit of creditors the Covern this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Govern-

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other secured 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 other security instrument shall constitute default hereunder.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible (15) It at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Covernment's request apply for and accent such loan in sufficient amount to pay the note and any cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Bor-rower, will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebted nece secured hereby and to pay for any stock measure to be purchased in a cooperative leading agency in conrower, 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 con-

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 of the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note of dakt equived by this instrument indese the Government cave otherwise in writing HOWEVER any forhearance 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 of debt secured by this instrument inless the Government says otherwise in writing. HOWEVER, any forbearance by the Government_whether once or often_in evercising any right or remedy under this instrument or otherwise afforded by 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 evercise of any such right or remedy.

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 instrument (Any and all this can and will be done without affecting lable 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 of the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the cov-(13) At all reasonable times the Government and its agents may inspect the property it enants and agreements contained herein or in any supplementary agreement are being performed. ts and agreements contained nerein or in any supplementary agreement are doing performed. (14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt aread by the note or any indebtedness to the Government secured by this instrument. (b) release any party who is (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 had under the note or for the debt from liability to the Government (c) release portions of the property and subordinate

and exclusive rights, as beneficiary 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

COMPARISHING Section 2010 Secti COC(12) ONeither 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 evolusive rights as beneficiary bereinder including but not limited to the power to grant consents partial releases encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive, rights, as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations and pointwise bolder shall have any right title or interest in or to the lien or any benefits

and priority hereof and to the enforcment of or the compliance with the provisions hereof and of the note and any supple-mentary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the providence of recording this and other instruments, attorneys' fees, court costs, and expenses of admentary 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 ad-

(10) To comply with all laws, ordinances, and regulations affecting the property. (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 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 arreament (whether before or after default) including but not limited to corts of evidence of title to and any supple-

and receipts evidencing such payments. (8) To keep the property insured as required by and under insurance policies approved by the Government and, at (9) To maintain improvements in good repair and make repairs required by the Government; and not to abandon the (9) To-maintain improvements in good repair and make repairs required by the Government; 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 excent as may be pressary for 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 nurnoses.

its request, to deliver such policies to the Government.

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 evidencine stick payments.

To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed (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 Covernment without in e

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	named <u>CLA</u>	UDE A. BEARE and CLAUDETT	E M. BEARE	appeared the above-
	and acknowledge	d the foregoing instrument to be	E.M. BEARE	
	C, C,	d the foregoing instrument to be	their and a substants	,
			voluntary act and deed. Befor	re me:
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e: 9	\$ 17.00	• • • • • • • • • • • • • • • • • • •	EVELYN BIEHN, COUNTY	CLERK
			by: The of a	
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			- IIm Amili	i, Deputy

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable b.
 (21) Borrower agrees that the Course in this instrument are cumulative to remedies provided in this instrument.