THIS MORTGAGE is made and entered into by urz quentiprancos and assessments that and action asses bettern

(b) To use the foun evidenced by the note solely for purposes authorized by the Government.

COLC CHARLES GRANT KERR and SUSAN G. KERR, husband and wife made his Rorrower may be applied on the note of any indebtedness to the Coveranteri

No such advance by the Garal KITAWALH telleve Bortower from breach of Samewa

County, Oreganders is P. O. Box 512, Merrill management in the intermediate of the county of the cou - County, Oregon, whose post office

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 United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Agriculture, herein called the "Government," and United States Department of Control of Control

WHEREAS Borrower is indebted to the Government, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called notes 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 tollows?) the Covernment such fees and other charges as may now or hereafter by required by regulation

ernment, us collection agent for the holder.

Due Date of Final

Partitions the Covernment is noted by Enincipal Amount. Berrower shall conoft Interestike payments on the stranger by Borrower.

TITLE to the property to the Government against all lawful claims and demands whatspears except any many arcompanies.

Time 12 10 pay promptly when due any macoreagues to the Government in the property content and definitive foregoing the foregoing of the note by reason if any definitive foregoing paymes, the Government against any loss under its insurance of payments the Government against any loss under its insurance of payments of the note by reason if any definitive foregoing payments the Government against any loss under its insurance of payments of the note by reason if any definitive foregoing payments.

EORROWER flow therewer's self. Burrawer's heirs, executors, administrators, successors and assigns WARGANIS THE fact the successors and assigns was been entered for a commentar and alternative transfer the residence of the constraint and alternative and alternative transfer the constraint and assigns and alternative transfer to the constraint and alternative transfer transfer to the constraint and alternative transfer TO HAVE AND TO HOLD the property unto the Covermont and its assigns for see in the impair

The continuous provided in the note. On the note of the covernment, at any time, may assign the note and insure the covernment, at any time, may assign the note and insure the note of 1949 or

payment therof 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; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administered by the Farmers Home Administration; in the statutes administration and the statutes a

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 hereinafter 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 tollowing broberth sitnated in the State of Oceson, County (ies) of 25 ment the tollowing broberth sitnated in the State of Oceson, County (ies) of 25 agreement, portower noes necessary agreement, portower noes necessary agreement, portower noes necessary agreement, portower necessary agreement, portower necessary agreement, portower necessary agreement, portower necessary agreement, provided the control of the c KLAMATH STOL

41049:20" E. 89.91 feet, along the arc of

PARCEL 1: Township 41 South, Range 10 East of the Willamette Meridian Section 17: The Nanwa, Government Tots 1, 2, 3, and 4, and U 5. 44. E0007136" W on the North the Might of way line of Lower Klamath Poss, thence N. 320 28.138 E. 27 The Might to a noist 1 foot morthwatthrive of an arresing

Beginning at Willamette Meridian, Saving And Exception THE Following:

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A tract of land situated in the SEKSEK of Section 3 . EMHY 432-1 OK (Kex. 4-51-81) Range 10 East of the Willamette Meridian, more particularly described as sections.

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A tract of land situated in the SEASEL of Section 8, Township 41 South, more particularly described as
                                                                                                                             A tract of land situated in the SEASEA of Section 8, Township 41 South, more Particularly described as
                                                                                                                Beginning at the South east corner of said Section 8, as marked by a section 8, 774.90 feet; thence N. 89045.04 m W. Said Section 8, as marked by a feet thence N. 1 ine of Lower Klamath Road; thence N. 3
                                                                                                               Section 8, 774.90 feet; thence N. 00014.56 E. 30.00 feet to a point 28.38 E. 27.40 feet to a point 1 foot northwesterly of an existing
                                                                                                   On the Northerly right of way line of Lower Klamath Road; thence N. 320 fence line; thence to a point 1 foot northwesterly of an existing feet, N. 41009'50" E. 28.19 feet, N. 51032'46" E. 63.12 feet, N. 50007'36" E. 268.88 feet, N. 45027'10" E. 89.91 feet, along the arc of a curve to the left
                                                                                            E. 191.71 feet, N. 50007'36" E. 268.88 feet, N. 45027'10" E. 167.78 (Radius = 500.00 feet and Central angle arc of a curve to the left satisfing fence S. 88636'12" E. 17 feet, more or less, to a point on the satisfing fence southerly, along said East line,
                                                                                      existing fencess at 88036'12" Revoltor feet, more or less, to a point on the standard project of the control of
                                                                                  SAVING AND EXCEPTING Second bulgaring second bulgaring of portangly absolutely for the property of the propert
                                                                              SAVING AND EXCEPTING ANY PROTION within the right of way of Lower Klama Now Hills Holes and seems of the loan in mortales of the loan of t
                                                                        Parcel of the Column of the loan(s) and (f) at all times when the column of the loan(s) and (f) at all times when the column of the work of the column of the work of the column of the work of the column of the co
                                                                    This mortgage is also given to further secure the obligations secured the Government which mortgage
                                                                 This mortgage is also given to further secure the obligations secured shall remain in full force and offect was approximately which mortgage
                                                               by hereinbefore described mortgage to the Government, which mortgage profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto
                                                             profits thereof and revenues and income thereform, all improvements and personal property now or later attached thereto reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers,
                                                           or reasonably necessary to the use therefrom, all improvements and personal property now or later attached thereto or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining
                                                         or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation
                                                       or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining 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 to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances,
                                              BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:
                                             TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens and covernment when due any indehtedness to the Covernment hardly controlled by the covernment hardly covernment hardly controlled by the covernment hardly covernment har
                                                                 ments, 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 of payment of the note by reason of any default by Borrower.
                                      harmless the Government against any indebtedness to the Government hereby secured and to indemnify and save ernment, as collection agent for the holder.

Solution agent for the holder.

At all times when the government against any loss under its insurance of payment of the note by reason of any default by Borrower shall continue to make payments on the note to the Government.
                                                    an times when the note is near by an insured notice, Borrower snau continue to make payments on the note to the Coverage of 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.

assessments, insurance premiums and other charges as may now or hereafter be required by regulations of 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

(3) Whether or not the note is insured by the mortgaged premises

required fierin to be paid by Borrower lineared by the Covernment, the Covernment may at any time pay any other amounts of this lien, as advances for the account of Borrower All such advances shall bear
                     required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the pre-
interest at the rate borne by the note which has the highest interest rate.

Borrower when due, as well as any costs and expenses for the pre-
interest rate.
                   servation, protection, of enforcement of this lien; as advances for the interest at the rate borne by the note which has the highest interest rate.
                                       est at the rate bome 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 shall be secured here-
               payable by Borrower to the Government as described in this instrument, with interest, shall be immediately due and by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment
             payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured here-
made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the
           by. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment Government determines.

Government determines.

Government determines.

Government secured hereby, in any order the
  (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

against the property, including all charges and assessments, encumbrances, and assessments lawfully attaching to or assessed to the use of the real property described above, and promptly deliver to the Government without.
against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining demand receipts evidencing such payments.
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Klanath Falls, OR

(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, soal, 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 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 imavailable of deny the dwelling to anyone because of race; color, feligion, 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 ts dwelling relating to race; color; religion; sex; or national origin.

(31) Luis instrument simile of subject to the bresent reinfactions of the Farmers House Administration in the second s

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future 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 of Portland, Oregon 97204 and in the case of Borrower at the address shown in the Farmers Home Administration Finance at Portland, Oregon 97204 and in the case of Borrower at the address shown above.

Office records (which normally will be the same as the post office address shown above)

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 invalid invalid to a provision of application of the instrument which can be given effect without the invalid provision of application and to that end the provisions hereof are declared to be severable.

Provision of application and to that end the provisions hereof are declared to be severable.

Application and to that end the provisions hereof are declared to be severable.

Application and to that end the provisions hereof are declared to be severable.

Application and to that end the provisions hereof are declared to be severable.

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(b) prohibiting maintenance of an action for a deficiency judgment of limiting the amount thereof or the time within which action may be brought. (c) prescribing any other statute of limitations. (d) allowing any right of redemption or possession following any foreglosure sale or (e) limiting the conditions (19) Borrower agrees that the Coverament will not be bound by any present of future laws. (a) providing the viterafigure of the purchase price by crediting such amount on any debits of Borrower owing to of insured by the Covernment dure of the property the Government and its agents may bid and purchase as a stranger and any pay the Government's Domoner, owing 10 or insured by the Government, and (i) any balance to Borrower. At titreclosure or this rate of all the antimenty the Government and the nount one bid and minerage as a stranger and more than Constraint. he the order prescribed above, of second required by law or a competent count to be so paid (e) at the Government's option, any other anachedness of fornower awains to or insured by the Government, and (f) any balance to Borrower. At foredowns or other sale of all on any Incident to enforcing or complying with the provisions hereof, (b) any prior lieus required by law or a complement court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured needy, (d) interior item of record required by law or a competent court to be so paid (e) at the Government's oution, any other indebtedness of (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of (a) costs and expenses possession of operate of rear the property, (c) upon application by it and production of this instramon without contents of hearing of said application, have a receiver appointed for the property, with the insulation, have a receiver appointed for the property, with the insulations and remedies provided herein or by present or future law. due and payable, (h) for the account of Borrower man and pay reasonable expenses for repair or maintenance of and take no session of others or read the property. (c) upon ambiguious by it and production of the instrument without where (3) declare the onthe amount unpuid under the note and any indeptedness to the Coverment hereby seemed numeriasity insolvent, of make an essignment for the benefit of creditors, the Government at its option; without motice, make the contract and another the finite and any indeptedness to the Government british secured indicate motice, make the contract another the finite and any indeptedness to the Government british secured indicatally. (II) Sign it the Mil occural the performance of discharge of any obligation in this instrument of secured by naturalist, the parties named as Borrower die or be declared an instrument of secured by sent or make an assimment for the benefit of creditors, the Coveriment, at its option, with or without motice, may refor assumed by Borrower, and default prider any mon-tree, security restrances this instruction; to defen 29th one other said defeats of soos श्चावत् द्रमध्रेति or hear WITNESS the hand(s) of Borrower this subspecific the second position of the positio pour mangerous consequent to our notes and our HER OF the interest of the treatment of the constitution of the interest of the intere CONNTA OF CONTRACTOR CONTRACTOR (a) Covernment and its agents may inspect the property to proceed whether the coverage that note or for the deat from liability to the Covernment, (c) release perious of the property and anisotrate its near (d) waive thy other or its natural points to the Covernment, (e) release perious of the property and anisotrate its near that it is natural to the covernment, (e) release perious of the property and anisotrate its day of April April 6, 1985, personally appeared the aboveand evidence gener as monthance including but rot limited to the power to grant account rot may only and several the states of the control of area defends but for limited to the bower to account points and sold as a more defends to be the control of the con The Design of the coverage of voluntary act and deed. Before me: Return to 13 FmHActer to the Covernment.

P. O. Box 1328 P. 0. Box 1328 Klamath Falls, OR I hereby certify that the within instrument was received and filed for record on the 29th day of April A.D., 1985 at 11:33 o'clock on page_ EVELYN BIEHN, COUNTY CLERK and duly recorded in Vol Fee: \$ 17.00