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Position 5

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(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 br reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.  $N \perp u = 14642$ 

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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

(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.

assessments, insurance premiums and other charges upon the mortgaged premises.

(asc. (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 of au jeproqueer or the obtion of the concentration aligner of

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 Gove . 5 ernment, as collection agent for the holder.

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 HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

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";

of the note or attach to the defit evidenced thereby, but as to the note and such debt shall constitute an indomnity markage to seems the flavormioni against low under its manual evident by reason of any definite statements. shall socure payment of the note; but when the note is held by an insured holder, this insurment shall not accure payment Goverhunent, or in the event the Bovernment should assign this instrument without insurance of the note, this instrument And it is the purpose and intent of this instrument that, among other flumps, or old three where the mate is that we do not a set of the transmission of the transmiss

And this instrument also secures the recapture of any interest credit or subody which may be promed in the Berrower to secure the Government against loss under its insurance contract by reason of any dotault of four-wate

in the event the Government should assign this instrument without insurance of the payment of the note, to scorre prompt NOW THEREFORE in consideration of the loan(s) and (a) at all times when the note is held by the Government of by the Government pursuant to 42 U.S.C. \$1490a.

ngreement. Byrrower does hereby grant, bargain, will, convey, morigage, and sadio with general warranty unto the Gavernafter described, and the performance of every covenant and agreement of Borrower contained herein of an any supplementary all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, os i sreinthe Government against loss under its insurance contract by reason of any default by Borrow er, and (c) in any event and at note is held by an insured holder, to secure performance of Borrower's agreement herein to indearnify and save harmless payment of the note and any renewals and extensions thereof and any spreements contained therein. (b) at all times when the

ment the following property situated in the State of Oregon, County (tes) of

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remarved in Deed recorded April 16, 1910 in Volume 29, page 28, Deed Records of Klenath Count the Klarath Falls Malin Mithway; and also excepting therefrom the Espteric 33 feet thereof, EXCEPTING THEREFROM Chat portion lying within the right of way of the steat Northarn Kallroad

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FmHA 427-1 CR (Rev. 4-21-81)

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and duly recorded in Vol 2015 to Ken record on the 2.4.1

To keep the property insured as required by and under insurance policies approved by the Government and, at its (8) request, to deliver such policies to the Government.

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(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(2010(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 hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14). The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government-says otherwise in writing- HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan - 957.01

(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, inchoste 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 or rent the awelling 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.

CONTRACT, Street, and the second may inspect the property to ascertain whether ind conquered of the property to ascertain whether ind conduction of the coveriment, (c) release portions of the property and subclass any independent of the tore of for the dot of the torm is to the coveriment. (c) release portions of the property and subclass any endowing the torm of the property and the done without affecting to the coveriment. (c) release portions of the property and subclass and will be done without affecting independent of the tore of for the dot of the tore of on the dot of the property of the tore of the tore of the tore of the tore of the coveriment. (c) release portions of the property and affecting the tore of the tore of the tore of the coveriment of bottower so can option of the property and the tore without affecting the tore of the property of the tore of th and exclusive rights as mortgaget hereunder, including but not innited to the power to grant contents, partial releases site ordered and exclusive rights as mortgaget hereunder, including but not innited to the power to grant contents, partial releases, site based in a second site of the power to grant contents of the power to grant contents of the power to grant contents, partial releases, site based of the power to grant contents of the power to grant contents, partial releases, site based of the power to grant contents of the power to grant content of the power to grant contents of the power to grant contents of the power to grant contents of the power to grant content contents of the power to grant content contents of the power to grant content content contents of the power to grant content content contents of the power to grant content cont (13) Neither the concern not any perior thereaf or inter-scheroup that he hasted assemble out or out the sale unmed more to concerning the matter not any perior thereaf of the Government. The Government mattai reference sup and acknowledged the foregoing instrument to be and priority hereof and to the enforcement of or the control with the rows of a present of an analysis before of after detauly, are ben not innited to costs of evidence of after detauly, are a ben not innited to costs of evidence of after detauly. --- voluntary act and deed. Before me: or (10): to compare the Covariment for experience of a store is based of the contract of a store of a al superior such states (10). To comply with all laws, ordinances, and regulations affecting and the Case in QX) Expose (). Dept. of loblicarised coverant in good repairs and make repairs required by the Government operate the one perity to a coverant of the property of the propert lierais except as muy be necessary for brilinary domestic purposes. forkeep the projecty manuel as regulated by and inder-insurates policies approved up the Company of and a loss STATE OF OREGON: COUNTY OF KLAMATH:ss I hereby certify that the within instrument was received and filed for and duly recorded in Vol M85 A.D., 19 85 at 3:29 o'clock РΜ, Mortgages on page 6684 EVELYN, BIEHN, COUNTY CLERK Fee: \$ 17.00 Deputy

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(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future 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 at Portland, Oregon 97204, and in the case of Borrower at the address shown in the Farmers Home Administration, function, and in the case of Borrower at the address shown in the Farmers Home Administration finance (23) office records (which normally will be the same as the post office address shown in the Farmers Home Administration Finance (23) off any provision of this instrument or application, hereof, to any person or circumstances is held invald, such provision of and to that end the provisions hereof are declared to be severable.