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Form FmHA 427-1 OR

Vol M85 Page 6794

(Rev: 4-21-81) 2 GAIGENCILE 20CH DALUCULE to of AS510 recessary to the mREAL ESTATE MORTGAGE FOR OREGON deling the content story pertaining and end of the training and the training and end of THIS MORTGAGE is made and entered into by <u>Garline. Croy and Linda F. Croy</u> Inde Linda F. Croy and Linda F. Croy and Linda F. into by Carl'E. Croy and Linda F. Croy, and see as

Consumer of husband and wife

معامده والموجاني والمعرف المعاد والمعاد والمعادية والمعادية والمعادية والمعادية والموجا المعادية by No such advance by the Covernme Kinger veneral price product is the Conservation Reaction of bear bear bearing County, Oregon, whose post office All advances by the Government as described in this instrument, with interest, shall be turned 97633 Oregon

address is the P. (. O.), Box. 844, Merrill and minute and the start in the start

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 "what use of more promissory note(s) or assumption WHEREAS Borrower is indebted to the Government, as evidenced by one or more promissory note(s) or assumption

agreement(s), herein called "note," 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 follows: and Chanamant each less and other charges as may now of hereather as assumerials of Due Date of Final Annual Rate

ernment, as collection agent for the holder. Date of Instrument's note is poly ph Principal Amount' portonet appl con of Interesting but means on the D Installment of Normalise the Charminert spainst any locs under the insurance of payment of the note by reason of any definition May 2, 1985 bah hiembild when gi\$73,200,000 were to the Constituter7.25%? secaled and May 2, 1986 save

easements, restructions, or convey ances specified hereinabove, and COVENANTS AND AGREES as follows: If I.E. to flielproperty, to the Coveriment against all lawin chains and demands white every curve and its incompratient. BORROWER for flottower's self. Borrower's ben's corenors, administrators, successes and the WARRANTS THE

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in tec source.

of any, but (listed) of instant factors of 25, % for farm ownership or operating loan(s) secured by this instrument, then the aparent (If the interest rate is less than -10.25, % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.) of the best ship have budge any water warse happen And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the 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; the united predictive production and the state

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 following property situated in the State of Oregon, County(ies) of ______Klamath, to-wit:

The NELNEL and that portion of Government Lot 7 that lays Northerly of the Southern Pacific Railroad right of way in Section 12, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM that portion of the NEWNEY which lies within the Dalles-California Highway.

ALSO EXCEPTING a right of way deeded to the Central Pacific Railway Company, by deed recorded in Book 85, page 434, over and across Lot 7, Section 12, Township 41 South, Range 10 East of the Willamette Meridian.

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againer the property, including all charges and assessments, encumbrances, and assessments rankumy artacumg to or assessed to or reasonably necessary to the use of theireal property described above) and promptly deliver to the Covernment withour themand receipts evidencing such payments. (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed (6) To use the loan evidenced by the note solely for purposes authorized by the Covernment.

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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 instance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment instance by the applied on the note or any indebtedness to the Government secured hereby, in any order the payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured here. All advances by the Government as described in this instrument, with interest, shall be immediately due and Romower to the Government without demand at the place designated in the latest note and shall be secured here.

sevation, protection, of 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. required fictein to be paid by Bottower and not paid by Bottower when due, as well as any costs and expenses for the pre-Whether or not the note is insured by the Government, the Government may at any time pay any other amounts or more the net by the Bortower when due, as well as any costs and expenses for the preassessments, insurance premiums and other charges upon the morteaged premises.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, the Farmers Home Administration (2) To Pay to the Government such fees and other charges as may now or hereafter be required by regulations of ी भी के आदि किंद

ernment, as collection agent for the holder.

At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govharmless the Covernment against any loss under its insurance of payment of the note by reason of any default by Borrower. Af all times when the note is held by an insured holder. Borrower shall continue to make payments on the note to the Gov-(1) To pay promptly when due any indebtedness to the Covernment hereby secured and to indemnify and save less the Covernment here by reason of any loss under the forest the forest in the note by reason of any loss under its insurance of navment of the note by reason of any default by Borrower. easements, reservations, or conveyances specified hereinabove, and COVENANTS AND ACREES as follows: TITLE to the property to the Covernment 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

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple. or exposing purchase of minimed in an interest in purchase of any safe, lease, transfer, conveyance, or condemnation of any native sectors in the property." of any part thereof or interest therein-all of which are herein called "the property"; or resonanty necessary to the desination, monutants, our not mined to ranges, romgerators, connes washers, counce aryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all navments at any time owing to Borrower by virtue of any sale lease transfer arous or condemnation. prome mercor and revenues and moone more than the protection, an improvements and property now or taken artaction more of the solution of the use thereof, including, but not limited to franges, refrigerators, clothes washers, clothes dryers, or careering purchased or the part with loan funder, all water, water neutrons, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder, all water, water neutros, and water stock bertaining or careering purchased or the part with loan funder all water. profits thereof and income therefrom, all improvements and personal property now or later attached thereor in the analysis of the second property now or later attached thereor or reasonably necessary to the use thereof. Including, but not limited to the second property now or later attached thereor or reasonably necessary to the use thereof. Including, but not limited to the second property now or later attached thereor or reasonably necessary to the use thereof. Including, but not limited to the second property now or later attached thereor or reasonably necessary to the use thereof. together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and invities thereof, and revealed therefore thereof, and therefore thereof and income therefrom all improvements and mersonal promites thereof and therefore thereof. auf ver blad at an internet were beer there internet beer state things at all the second at a state mere at an and the second at a state at an at a state at a st Covers motions and means the foremant, and a this instrument, with anong orner mungs, at an unnes when the note it his instrument. Anvent and a state over the conservation score the distribution management without instrument shall not soone payment.

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(-(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 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 net comply with or attempt to enforce any restrictive covenants on the recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to face, color; religion; sex, or national origin.

(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) prohibing maintenance of an action for a deficiency judgment in the state of the time within which such action may be brought (c) proscribing any other statute of or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of imitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions ilimitations, (a) 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, inchate or consummate, or descent, dower, and curtesy.

(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 dabt evidenced by the pote and all indebted one to the Concentrate 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,

(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 avidance and without notice of bearing of caid application have a require appointed for the property with the word power 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

(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 and shall constitute default hereunder.

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 Joan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be

lien or the priority of this instrument unless the Covernment says 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

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 (14) Inc. Government may (a) extend or deter the maturity of, and renew and reschedule the payments on, the dout 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 the note of the right function of the right function of the property and subordinate its

and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the cove-

(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

mentary 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

(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 supple-

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.

a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as a good and movement 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

(8) To keep the property insured #22 Law Home Administration USDA request, to deliver such policies to the Gastrace Home Administration USDA (0) To keep the property insured #22 Law Home Administration USDA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (3) To keep the property insured #22 Law Home Administration OSCA (4) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administration OSCA (5) To keep the property insured #22 Law Home Administrat To maintain improvements in good repair and make repairs required by the Government; operate the property in

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or insured by the Government and executed of assumed by Borrawer, and default under any such other security instrument (15) Default hereunder shall constitute default ander any other real estate or crop or chartel security instrument, held bit WITNESS the hand(s) of Borrower this the and and

ol locare in like cares. (d) forcelose this marindent as provided herein 7: by the and to emolec any and all other rights possasten of, operate of 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 inteceiver appointed for the property, with the usual powers. due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repetrion maintenance of emi take (a) declare the entire amount unpaid under the note and any indebretaters to the Covernment betchy secured unmediatery. insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without patice, may a this instrument, or should any one of the parties named as Borrower die or he declared an incomparant, a bankumpt, or an (17) SHOULD DEFAULT occur in the performance of discharge of any onlyghten in the matternesh of secured by shall constitute default hereinder.

Borrower owing to or insured by the Government, and (i) any balance to Borrower. At forcelosure or other sale of all or any of second required by law or a competent court to be so paid. (c) at the Government's option, put other indeptedness of be so paid, (c) the debt evidenced by the note and all indebtedness to the Covernment secured hereby, (c) there liens incident, to enducing or complying with the provisions hereof, (b) any price there required by law or a completent court to (13) The proceeds of foreclosure sale shall be applied in the following order to the apparent of (a) costs and expenses and temedies browned berein or by present or tuture law.

(19) Borrower agrees that the Government will not be bound by any present or luture laws, (a) providing for valuein the order prescribed above. share of the purchase price by crediting such amount on any dobts of Borrower desire, to at insured by the Government, part of the property, the Government and its agents may bid and proclusic is a stranger and may pay the Government's

which the Government may by regulation impose, including the interest rate in may charge, as a condition of approximate huittations, (d) allowing any right of redemption or possession following any fractionare rais, or (e) limiting the conditions or limiting the amount thereof or the time within which such action may be brought, ic) prescribing any other strate of tion, apprairal, homestead or exemption of the property, (b) prohibing maintenance of an action for subficiency judgment.

(23) If any provision of this instrument or application hereof to any person or circumstances is held invald, such a provision of application, and to that end the provisions hereof are declared to be severable.

(22) Notices given the under shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, Office records (which normally will be the same as the post office address shown above). 8.53

(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