## **USDA-FmHA**

Form FmHA 427-1 OR

Vol. MIStage 7046

486.4. Property, including all charges and assessments in connection with water we described assessments in connection with water we

into by John R. 20 Neil Jr. and Maxine O'Neil, THIS MORTGAGE is made and entered into by to but boss an policy partie (a) In the property of the partie of the pa

Come husband and wife

County, Oregon, whose post office Westernism and remove Borrower from mearing functions ion such admics by the Klamath, while there is (S1 : All advances by the Coverment explesembed to this instrument, with breaged about Baddress is ue 15: Box: 264 su Merrillon and the money land to the

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United

WHEREAS Borrower is indebted to the Government, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called anote, 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:: the concrument seen less and other charges as message of

thorizes, acceleration, of the entire independent of the described as follows: the concentration of the entire independent	Due Date of Final Installment
consent as conscious sent for the Principal Amount Rollings of Interest 10.25%	May 10, 1986 June 16, 1984
The constant and the content of the	May 14, 1999 February 19, 2016
June 10.3 1279 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	March 26, 1991
February; 19; [1976] POTE CIC is \$25,000.002.	ared by this instrument, then the

Solvaily but these requirement in the most of the most of the content of the change of rate may be changed as provided in the note.) it is but our page page and the desired and a large bearings.

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;

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

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or by the Government pursuant to 42 U.S.C. §1490a. 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 payment of the note and any renewals and extensions dieteor and any agreement herein to indemnify and save harmless 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 arter described, and the performance of every contraint and agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Governagreement of the Governagre

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

The East half of the Southwest quarter, and the West half of the Southeast quarter of Section 30, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The above is the same property recorded in Mortgage records of said county in Vol. M79, page 19870; Vol. M76, page 4329; Vol. M79, page 10945; and Vol. M83

This mortgage is also given to further secure the obligations secured by hereinbefore described Mortgages to the Government, which Mortgages shall remain in full force FmHA 427-1 OR (Rev. 4-21-81) and effect.



described Mortgages to the Covernment, which Mortgages shall remain in full force This mortgage is also given to further secure the obligations secured by hereinbefore

Vol. M79, paga 19870; Vol. M76, page 4329; Vol. 1279, page 10945; uni Vol. M83 The above is the same property recorded in Nortgage records of said county in

of Section 30, Township 40 South, Range 11 East of the Willamette Manifell, in the The East half of the Southwest quarter, and the Mest half of the Southwest quarter of Santhaset quarter of Santhaset quarter of the Southwest quarter of the Santhaset quarter of the Santhaset of the titles of the santhaset of the titles.

ment the following property situated in the State of Oreging, County(les) of Klamath.

agreement, Bartower, does hereby grant, batgain, sell, convey, morigage, and assign with seneral warrain? after described, and the performance of every covenant and speciment of Rottower contained as removantement. Retrievely done beroky grant barrain cell control morieans, and seem dely contained. all times to secure the prompt payment of all advances and expenditures made by the Government after the three and the performance of every collegent and expenditures made by the Government after the transfer of Refrances and the performance of every collegent and expenditures and the performance of every collegent and expenditures and the prompt and the collegent and t the Covernment egainst loss under its insurtance contract in reason of any definit by instruct an times to assure the project neviment of all advances and extenditures made by the decreaser. payment of the note and any renewals and extensions thereof and any agreements ontained more in the most in the section to section and one agreements of the most in the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the most in a section and any agreements of the section and agree note is held by an insured holder to secure performance of Borrower's speciment for the the Government scatter loss sinder its insurance contract in reason of saw definit he a for in the event the Government should assign this instrument by thout insurance of the payment of the note and event protein protein of the note and any renewals and extensions thereof and any agreements contained thereof any indicates the river. NOW THEREFORE, its consideration of the Joan(2) and (4) at all times when the part is nell by the Covernment of event the Government should assign this instrument without insurance of the payment of the necessity secure moints.

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HEACH TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. narmiess the Government against any loss under its insurance of payment of the note by reason of any default by Borrower.

At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Gov-

To pay to the Government such fees and other charges as may now or hereafter be required by regulations of ernment, as collection agent for the holder.

make additional monthly payments of 1/12 of the estimated annual taxes, the Farmers Home Administration of inquire of 28 and 228 and 19 of 19 Constitution

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. (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 prerequired nerein to be paid by borrower and not paid by borrower when due, as well as any costs and expenses for the account of Borrower. All such advances shall bear interest at the water but the bottom by the bo

All advances by the Government as described in this instrument, with interest, shall be immediately due and interest at the rate borne by the note which has the highest interest rate. payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured herepayante by. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment by, no such advance by the Government shall reneve bottower 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

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

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

(8) To use the loan evidenced by the note solely for purposes authorized by the Government. against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to be reasonably necessary to the use of the real property described above; and promptly deliver to the Government without demand receipts evidencing such payments.

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(8) To keep the property insured & Adult allipsand under insurance policies approved by the Government and, at its reduest' to define and bolicies to the Confinments Home Administration, USDA 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 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 timber gravel oil gas coal or other minerals except as may be necessary for ordinary domestic nursoes. impairment of the security covered nereby, of, without the written consent of the Government, cut, it 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.

(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 lientensis of the provisions hereof and of the note and any supplementary of the control of the supplementary of the supplem and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplied that are the same of the s mentary agreement (whether before or after default), including but not united to costs of evidence of fille to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or the control of the con (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transierred, or encumbered, volunfarily, or otherwise, without the written consent of the Government. The Government shall have the sole ordinations, and satisfaction and no insured holder shall have any right title or interest in or to the lien or any benefits ordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits

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

nants and agreements contained nerein of 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 lien and (d) waive any other of its rights under this instrument. (any and all this can and will be done without affecting the 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 or debt secured by this instrument unless the Government says otherwise in writing HOWEVER any for bearance by the lien or the priority of this instrument or Borrower's or any other party's napulty to the Government for payment of the note or debt's secured by this instrument unless the Government says otherwise in writing HOWEVER, any forbearance by the or dept secured by this instrument unless the covernment says otherwise in writing HOWEVEK, any forbearance by the covernment—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production (13) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production for loans for similar purposes and parieds of time parrower will upon the Covernment's request apply for and accept such for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such for loans for similar purposes and periods of time, porrower 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 (10) Default nereunder snall constitute default under any other real estate of crop of chatter security instrument new shall constitute default because any such other security instrument

(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 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 (a) declare the entire amount unpaid under the note and any indeptedness to the dovernment nereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take 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 of receivers in like cases. (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights. of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (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 are considered by the court to be so paid (e) at the Government's option any other indebtedness of be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) 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 Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any bid and nurchase as a stranger and may pay the Government's Borrower owing to or insured by the Government, and (i) 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 in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valua-(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 thereof or the time within which such action may be brought (c) prescribing any other statute of tion, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of procession following any foreslocure sale or (a) limiting the conditions or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions are including the interest rate it may charge as a condition of approving a 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 relimitishes waives and conveys all rights incheate 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 (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 some for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower dwelling to recognize 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.

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(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to inconsistent with the express provisions hereof in the farmers of the Farmers Home Administration, and to inconsist the farmers Home Administration and the far regulations not inconsistent with the express provisions hereof incomplete the express provision hereof incomplete the Office records (which normally will be the same as the post office address shown above).

(23) If any, provision of this instrument of application hereof to any person or circumstances is held invald, such provision of application, and io that end the provisions of the instrument which can be given effect without the invalid of the provisions hereof are declared to be severable. m the grays prescribed above.

(a) unoridity for values and the found by all, present in factor for a detection and the fine for the advicance of the fine for the advicance of the fine for the second formula of the fine for the second formula of the fine for the fine of the fine formula of the fine fine formula of the fine formula of the fine formula of the fine f of record required by law or a competent court to be so mids (c) at the Government, when the did of any solutions are competent court to be so mids (c) at the Government, which is the Government's between the Government's between the Government's between the Government's part of the property, the Government and its spents may bid and patients of the property, the Government and its spents of the property. The Government and its spents of the property of the property of the property of the property of the process of the first of the purchase price by crediting such amount on any debits of Directors owing to at an shape of the purchase price by crediting such amount of any debits of Directors owing to at an end of the purchase price by crediting such amount of any debits of Directors owing to at an end of the purchase price by crediting such amount of any debits of Directors owing to at any any debits of Directors owing to any debits of Directors owing the Directors of Directors o be so paid. (c) the debt evidenced by the note and all indebtedness to the Covernment be so paid. (c) the debt evidenced by the court to be so mid for at the Covernment of feeded required by him or a commetent court to be so mid. (18) The preceds of feredosure safe dail be applied in the following fraction (18). The preceds of feredosure safe dail provisions hereof. (b) any order fraction for complying with the provisions hereof (b) any order fraction for complying with the note and all indebtedness to the beginning be so paid, (c) the debt evidenced by the note and all indebtedness to the due and revable, (c) for the account of Bortower incur and pay reason to a graph of the angle and the angle of the angle of the property. (c) upon application by a receiver approach of constraint of the property. (c) upon application, have a receiver approach of constraint of hearing of and application, have a receiver approach of constraint of hearing of the institution as provided bereatt or be an and (c) cannot be a supplication of a receiver in the cases (d) forcelose the institution by a provided by the process in the cases of process in the process of process in the cases of process in the case of process in the case of process in the case of process of process in the case of process in the case of process of process in the case of process o en harry it had on house of sombstate come to the and hexable, (b) for the account of Borrower meur and pay reason the archering by production by proceeding of noncrete in the account. analyconstraints actaun nerconnect.

(17) SHOULD DEFAULT occur in the performance of discharge and artificially actually an entire many and the performance of discharge and artificially artificially actually and artificially actually artificially actually artificially actually artificially actually artificially actual and artificially artificial arti to apart or manifestation of less tides shall constitute default hereunder. of listing by the Government and executed by administry by the Government and executed by administry by the Government and executed by administry of the Government of the Control of the (16) Default increament and executed to again at the first and so the factor and services by the Government and executed to again at the first services and services are services and services and services are services and services are services and services and services are services are services and services are services are services are services and services are services are services are services and services are services. baneWITNESS the hand(s) of Borrower this to loans for smiles purposes and periods of three fronts Training and the second seedy association, arredend land burds, or other reserved served and particles of the genter The second of th day of Stoppen and the many deal and the many and and and an analysis of the companies of the many deal and t , 19\_85 Hen of the Mississian (this meanment of Borrower's and off-maxine to near sug (q) way, the city of the COUNTY OF KLAMATH bred here.

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And The Action of Manida on the May were the time ; 19 named the supplied by the following of the following instrument to be their voluntary act and deed. I 19 85 personally appeared the aboveand a knowledged the foregoing instrument to be their sciences and seed before me voluntary act and deed. Before me (NOTORIAL EAL)

The autocompany of or the interpretation of the interpretation of the interpretation of the autocompany of or the interpretation of the autocompany of the interpretation of the autocompany of the interpretation of the autocompany of the interpretation of the interpretat - voluntary act and deed. Before me: Farmers Home Administration, USDA short and many religious religions in 2455 Patterson Companie #1 Klamath Falls, STATE OF OREGON: COUNTY OF KLAMATH:ss I hereby certify that the within instrument was received and filed for and duly recorded in Vol Fee: \_o'clock 17.00 EVELYN BIEHN, COUNTY CLERK on page by: Fam doute , Deputy