USDA-FmHA Form FmHA 427-1 OR (Rev. 4-21-81)

to or item

PREAL ESTATE MORTGAGE FOR OREGON SPIECE OF COASTITUTION AND THE PROPERTY OF THE COMMENTS OF THE PROPERTY OF TH

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THIS MORTGAGE is made and entered into by,

อธิสภกรูก กู

County, Oregon, whose post office

Conhusband and wife

February 1, 2001

address is P. U. BUX 116; BEATTY Of America, acting through the Farmers Home Administration, United herein called Borrower, and the United States of America, acting through the Farmers Home Administration, United the Government, and: States Department of Agriculture, herein called the Government, and by one or 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 navable to the order of the Covernment agreement(s), herein called note, which has been executed by Borrower is navable to the order of the Covernment. 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 Rorrower and is agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Rorrower and is

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 herein called Borrower, and the United States of America, acting the States Department of Agriculture, herein called the Government, and described as follows: the Constitution raich loss and other charge as may now or personal May 13, 2005 January 7, 1986 June 30, 1985

Annual Rate

\*\*Date of Instrument\*\*

\*\*Principal Amount\*\*

\*\*Buttons as a browning of the polygon of the polygo entinen as tolicition agent for the holder. May (13, 1985)

January 7, 1985

June 30, 1978

February 7, 1985

(CONTINUED)

June 30;119/8
February 1, 1985

(If the interest rate is less than 10.25 % for farm ownership or operating loan(s) secured by this instrument; then the may be changed as provided in the note.): rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the And the note evidences a loan to Borrower, and Rural Development Act, or Title V of the Housing Act of 1949, or payment therof pursuant to the Consolidated Farm and Rural Development any other statutes administered by the Farmers Home Administration; rate may be changed as provided in the note.)

payment therof pursuant to the Consolidated Farm and Rural Developmen any other statutes administered by the Farmers Home Administration;

other statutes administered by the Farmers Home Administration; the statutes administered by the Farmers Home Administration; the statutes administered by the Farmers Home Administration; that, among other things, at all times when the note is held by the And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the And it is the purpose and intent of this instrument without insurance of the note. this instrument or in the event the Government should assign this instrument without insurance of the note is held by the 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 holder, this instrument shall not secure payment of the note; but when the note is held by an insured holder, this instrument an indemnity morteage shall secure payment of the note; but when the note is held by an insured holder shall constitute an indemnity morteage of the note or attach to the debt evidenced thereby but as to the note and such debt shall constitute an indemnity morteage. 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; but when the note is held by an insured holder, this instrument shall not secure payment of the note and such debt shall constitute an indemnity mortgage of the note or attach to the debt evidenced thereby, but as to the note and such default by Borrower:

to secure the Government against loss under its insurance contract by reason of any default by Borrower.

cure 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

The Government nursuant to 42 IISC \$1490a. of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an interest of any default by Borrower; to secure the Government against loss under its insurance contract by reason of any default by many he grant to secure the Government also secures the reconting of any interest credit or subsidy which may he grant to secure the reconting of any interest credit or subsidy which may he grant to secure the reconting of any interest credit or subsidy which may he grant to secure the reconting of any interest credit or subsidy which may he grant to secure the reconting of any interest credit or subsidy which may he grant to secure the contract of the contrac ne 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 NOW THEREFORE, in consideration of the loan(s) and the insurance of the payment of the note, to secure prompt the Government should assign this instrument without insurance of the payment of the note.

And this instrument also secures the recaptule 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 secure prompt in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt the government should assign this instrument and any agreements contained therein. (b) at all times when the payment of the note and any renewals and extensions thereof and any agreements contained therein. in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt the three contained therein, (b) at all times when the 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 thereof 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. 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 note is held by an insured holder, to secure performance of any default by Borrower, and (c) in any event and at the Government against loss under its insurance contract by reason of any default by Borrower. 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 the Government against loss under its insurance contract by reason of any default by the Government with interest, as herein all times to secure the prompt payment of all advances and expenditures made by the Government. 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 hereinall times to secure the prompt payment of all advances and expenditures made by the Government or in any supplementary after described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as herein-after 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 after described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary unto the Governant and agreement, and assign with general warranty unto the Governagreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty

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

The South 2 of the SE% of the SW%, and the West 2 of the SW%, All Section 35, Klamath, in the County of Klamath, in the County of Klamath, Township 35 South, Range 12 East of the Williamette Meridian, in the County State of Oregon:

PARCEL 2:
The NWk, The SWk of the NEk and the Wh of the SEk of the NEk, All Section of the SEk, The NWk, The Swk of the Nek and the Wh of the Meridian, in the County of the SEk, The NWk, The Swk of the Willamette Meridian, in the County of the SEk, The NWk, The Swk of the Willamette Meridian, in the County of the SEk, The NWk, The Swk of the Nek and the Who of the SEk of the Nek, All Section the Willamette Meridian, in the County of the SEk of the Nek, All Section the Willamette Meridian, in the County of the SEk of the Nek, All Section the Willamette Meridian, in the County of the SEk of the Nek, All Section the Willamette Meridian, in the County of the SEk of the Nek, All Section the Nek, All Section the Willamette Meridian, in the County of the SEk of the Nek, All Section the Nek, All Section the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian, in the County of the SEk of the Willamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the Williamette Meridian the County of the SEk of the County of th FmHA 427-1 QR (Rev. 21-81)

The above is the same property recorded in the Mortgage Records of said County in Book M-78 on page 14210. Te-recorded Rook M-78 on page 14210. The above is the same property recorded in the Mortgage Records of said County in Book M-78 on page 16113; Book M-80 on page 4388; Book M-78 on page 14210, re-recorded Book M-78 on page 4381; Book M-84 on page 4388; Book M-85 on page 974; Book M-83 on page 974; Book M-83 of Klamath County. Oregon. M-85 on page 2813. Microfilm Records of Klamath County.

N-85 on page 2813, Microfilm Records of Klamath County, Oregon. This mortgage is also given to further secure the obligations secured by herein the covernment which Mortgages to the Covernment which Mortgages the Covernment which Mortgages the Covernment which Mortgages the This mortgage is also given to further secure the obligations secured by herein-before described Mortgages to the Government, which Mortgages shall remain in full force and effect. before described mortgages to the government of the contract o

after described, and the pertermence of every coverant and agreement of German constitution in an angle separate with a self-convertion and assembly with general world in any supprenent. an uniestic secting in prompt payment of all advances and expendentes made by the coverance is stated as beign asserved. Beinnwe, does hereby grain, bargain, self, convey, montage, and assign with general watering mentally from the converse of the conver ment the losing property situated in the State of Oregon, County (les) at \_\_\_\_ the continuent against 1955, under its insurance contract by terson at any actaun of portoner, and ten in any ordinary as between the protoner, and the performance of every covanancatid agreement of the flower contained here is any ordinary as between the first of the flower and ten in any ordinary as between the first of the flower and the performance of every covanancatid agreement of the flower contained here is any ordinary as between the flower contained here is an in any ordinary as between the flower contained here is any ordinary as between the flower contained here is any ordinary as between the flower contained here is any ordinary as between the flower contained here. sing to new by an invarightionier, to occur peringuance of bostowers suggerment never to incorning and assument, and the insurance contract by teason of any default by never to incorning and contract by teason of any default by never and foliation pricess, as beign payment of the Costamont should assign this institution, withour instrument of the position to the costa man and entering the contemporal payment of the position to the costa payment assessed by an instrument to seem to perform and entering processed and entering the contemporal payment assessed to make a secure performance of Boltower's agreement to incoming an instrument assessed to make a secure processed and entering and entering the costa of the position to incoming and instrument assessed to make a secure processed and entering the position of th payment of the note such as and extensions thereof and 20, agreements through there is, the cost in a security of the payment ON THEREST SHOULD Essign this instrument withour insurance of the promotion the court process product of the Commission of the programment of the programment of the programment of the programment of the contract of the programment of the contract of the contract

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and appurtenances thereunto belonging, the rents, issues, and appurtenances thereunto belonging, the rents, issues, and income thereform, all improvements and personal property now or later attached thereform, all improvements and personal property clothes washers, clothes dryers, profits thereof and revenues and income thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes washers or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers. profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefrom, all improvements and personal property now or later attached thereto described and revenues and income therefore, including, but not limited to, ranges, refrigerators, clothes washers, clothes described and revenues and water stock 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 or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining or condemnation thereto: and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation thereto: and all payments at any time owing to Borrower by virtue of any sale, lease. 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 thereto, and all payments at any time owing to Borrower by virtue of any part thereof or interest therein-all of which are herein called "the property". thereto, and all payments at any time owing to Borrower by virtue of any sale, least 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 successors and assigns was encumbrances.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and liens, encumbrances.

LE to the property to the Government against all lawful claims and demands what soever except any liens. 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, and covernants and demands whatsoever except any liens, encumbrances, and covernants and demands whatsoever except any liens, encumbrances, and covernants and demands whatsoever except any liens, encumbrances, and covernants and demands whatsoever except any liens, encumbrances, and covernants and demands whatsoever except any liens, encumbrances, and demands what liens, encumbrances, and demands what liens, encumbrances, and demands where except any liens, encumbrances, and demands where except any liens, encumbrances, and demands white except any liens, except and liens, except and liens, except 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 are also as a second and to indemnify and save and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and to indemnify and save are also as a second and the save are also as a second as a second and the TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens casements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Covernment bareby secured and to indebtedness to the Covernment bareby secured and the cover

(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 the note to the Government against any loss under its insurance of payment of the note by reason of the note to the Government against any loss under its insurance of payment of the note by reason of the note to the Government, as sollection agent for the holder.

nent, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of Farmers Home Administration. the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government. ernment, as collection agent for the holder.

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

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts are the presented by the Government, the Government may at any time pay any other amounts are the presented by the Government, the Government may at any time pay any other amounts for the presented by the Government are when due, as well as any costs and expenses for the presented by the Government of the government may at any time pay any other amounts are the government of the government may at any time pay any other amounts are the government of the government may at any time pay any other amounts are the government of the government may at any time pay any other amounts are the government of the government may at any time pay any other amounts are the government of the government may at any time pay any other amounts are the government of the government may at any time pay any other amounts are the government of the government (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 account of Borrower. All such advances shall bear servation, protection, or enforcement of this lien, as advances for the account of Borrower. the Farmers Home Administration.

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 servation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall be immediately due and interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument. the rate borne by the note which has the highest interest rate.

All advances by the Government as described in this instrument, with interest, shall be immediately due and here.

Borrower to the Government without demand at the place designated in the latest note and shall be secured here.

(5) 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 here.

Dayable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby, in any order the payable by Borrower to the Government shall relieve Borrower from breach of Borrower's coverage hereby, in any order the by. No such advance by the Government shall relieve Borrower from breach of Borrower's coverage hereby, in any order the by. No such advance by the Government shall relieve Borrower from breach of Borrower's coverage hereby, in any order the by. Borrower may be applied on the note or any indebtedness to the Government shall relieve Borrower from Borrower from Borrower's coverage hereby, in any order the by. Borrower may be applied on the note or any indebtedness to the Government shall relieve Borrower from Borrower's coverage hereby, in any order the by. Borrower may be applied on the note or any indebtedness to the Government shall relieve Borrower from Borrower from Borrower from Borrower from Borrower's coverage hereby, in any order the by. by. 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 Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government. attaching to or assessed (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed (7) To pay when due all taxes, liens, judgments, encumbrances, and water rights, and water stock pertaining (7) To pay when due all taxes, liens, judgments in connection with water, water rights, and the Covernment without the property including all charges and assessments in connection with water, water rights, and the covernment without the property including all charges and assessments in connection with water, water rights, and the covernment without the property including all charges and assessments in connection with water, water rights, and the covernment without the property including all charges and assessments in connection with water, water rights, and the covernment without the covernment with the covernment without the covernment witho 7081

(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 against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining against the property, including all charges and assessments lawfully attaching to or assessed against the property, including all charges and assessments lawfully attaching to or assessed against the property, including all charges and assessments appeared to the great property of the real p against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the use of the real property described above, and promptly deliver to the use of the real property described above. Government delermines.

demand receipts evidencing such payments.

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- (8) To keep the property insured as required by and under insurance policies app : ed 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, 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 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 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.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to be future regulations not inconsistent with the express provisions hereof; w (22) Notices given hereunder 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, at Portland, Oregon 97204, and in the case of Borrower at the address shown in the Farmers Home Administration Finance 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 invald, such invalidity will not affect other provisions or applications 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. which the Government may by regulation impose, including the interest rate it saw, charts, as a condition of approxime a series of the contract may by regulation impose, including the interest and such State in the forms of thereby in a thing in the contract of a thing regulation and such State in the forms of thereby in a thing in the contract of a thing regulation and such State in the forms of the contract of a thing regulation and such State in the forms of the contract limitations, (d) allowing any right of redemption or possession following any force pare right at (v) limiting the conditions or limiting the amount thereof of the time within which such action may be brought (c) presenting any other statute of tion; appraisal, hemestead or exemption of the property. (b) prohibiting maintenance of suscitors for a definitional integration of the sistem of as similar the similar thereof or the time within which such action every he keep as a 100 months and 100 months are similar of as similar the similar thereof or the time within which such a time of the contract of the c (19) Borrewer agrees that the Government will not be bound by any present or future laws, (a) providing for value in the order prescribed above. state of the purchase price by crediting such amount on any debts of Borrower on me to at mound by the G verminent, in the outer prescribed above. part of the property, the Covernment and its agents may hid and purchase as a stronger apoints on the Covernment's Borrower owing to or insured by the Government, and (f) any balance to Borrower. At fine case me of effect any fine that fine and any fine that the fine that fine the fine the fine that fine the fine the fine that fine the fine that fine the fine that fine the fine the fine the fine the fine that fine the fine t be so pail, (c) the debt evidenced by the note and all hylobledness to the Government second tree. (d) interior liens of recoid required by law or a competent court to be so paid, (c) at the Covernment ordinary and all or any partitions are also be so paid, (d) at the Covernment ordinary and all or any partitions are also be so paid, (f) any hallows assume to any required by the few few common and (f) any hallows in Berginson. (18) The proceeds of foreclosme sale shall be applied in the following order as the payment of the sequences, point to include the inforcing of complying with the provisions thereof, (b) any price being required in the included the included to the flower and an included easy and the flower and an experience and the flower and the sequences are the flower and the sequences and the sequences are the flower and the sequences are the s and remedies provided berein or by presont or futius law. of receivers in thre tanks, (4) foreclose this instrument as projected begin or by law and (2) emprovement and all comes in this and all comes in this said the contraction of the contr sucence and without notice of leading of said application, have a receiver appointed too the rationly, with measured process, and without notice of leading of said application, have a receiver appointed too the rational and a said due and payable. (1) for the account of Borrawer incur and pay reasonable construct for repair or inquirentable before the property, (c) upon application by the and production of this incite you without principles possession of appreciate or rent the property, (c) upon application is a transfer and production in the property of configuration is a receiver appointed for the transfer, with the receiver such authority notice of bearing of soil amplication have a receiver appointed for the transfer, with the receiver (6) declare the entiteramount unpaid under the note and any indebtedness to the Constitution bester to the constitution of the issolvent, of make in assignment for the benefit of creditors, the Government of its option, while or received makes, and the this hastrument, of should, any one of the parties, named as formover the collection an incomparent in any one of the parties, named as formover the formation of its decimal section of any one of the bounds of produces of make an extension between the bounds of produces of make an extension between the bounds of produces of make an extension between the bounds of produces of the bounds of the bounds of produces of the bounds of the (III) SHOULD DEFAULT decar in the protessance of declarge of the principal in the language of recurs (IV). shalf consittate detabli hereunder. or trained the trained second or assumed by Barrana, and default to the and such after second decrease are trained from the following and the second of assumed by Barrana, and default to the and such after second or assumed by Barrana, and default to the and such after second or assumed by Barrana, and default to the angle of the second of assumed by Barrana, and default to the angle of the second of assumed by Barrana, and default to the angle of the second of assumed by Barrana, and default to the angle of the second of assumed by Barrana, and default to the angle of the second of assumed by Barrana, and default to the angle of the second of the seco North A Day of the tree

(18) [Figure Section 2 293] constitute galant number and other constitutions of the said of th Ran in sufficient injount to pay the more and any indeptentiess secured here y and to provide the Of leans for similar purposes and periods of time. Borrower and upon the to esells, sociation a federal land bears of other responsible Apounce rer dust seured in soir matument aniess the Government Proposition States and the Covernment of the States of the Covernment and the Covernment of the States of the Covernment and the Covernment of the States of the Covernment and the Covernment of the States of the Covernment and the Covernment of the States of the Covernment and the Covernment of the States of the Covernment and the Covernment of the States of the Covernment and the Covernment of the Cover pen of the buckets instrument of following or any other last, and the last of the buckets of the transfer of t How any type were amorated of its tiacknowledgment for oregon

and type were on the tip of spit from Jipping to the Consument (states of the interment of the intermedial of the interme Connity Observed Wishest Constraint and its against tasy inspect the parties of the constraint and the against tasy inspect the parties of a red mante and agreement contained hereing any supplementary agreement are being performed and agreement and the contained are the maturity of any tend of the contained and the contained are the maturity of any tend of the contained and the contained are the contained 中国1996年1925年1936年1月1日 and explicite rights as mortgages hereunder, including but not limited in the power senamed Thomas W. Mallams and Beverly S. Mallams Costamon and acknowledged the foregoing instrument to be voluntary det and fleed. Before me: mentary agreement pariether varous in arise default, mediciling but (NOTORIAL SEVE) or combative the Covermont for expenses to him in the property flore of and to the enforcement of an the compliance with the proloc prince to the M: P the business of (10) To comply with all laws, ordinances, and regulations affecting the orturbet, gravel, oil, sas, coul, or other minerals excupt as may be necessary for promove a good and husbandmanike manner, comply with such term conservation practices and form and leave ment of a second for the Covernment trem time to time may prescribe and commission exhites the Government from time to time may prescribe and commission exhites. The security covered hereby, or, which commission exhites and the ment of the security covered hereby, or, which is more than the ment of the ment and and the covered hereby, or, and we may be necessary for an analysis of the security or interest of the ment of t (9) To maintain improvements in good repair and make repairs required by the Covernage of age of preperty in tequest; to deliver such policies to the Government (x). The keep the property insured as responsed by and under meanance contents appearance by the Gal commendation as

Due Date of Final Installment

June 30, 2018
February 2, 2018
July 24, 2018

## CONTINUATION SHEET

Date of Instrument
June 30, 1978 February 1, 1985 July 24, 1978 February 1, 1985 February 2, 1926
May 5, 1980 February 1, 1985 May 12, 1980
February 1, 1985 March 15, 1983 February 1, 1985 January 22, 1982 February 1, 1985

Principal Amount	Annual Rate
¢ 20 a	of Interest
\$ 20,000.00 (ream 23,609.12	Ortical
23,609.12	5.0%
55,000,000	5.0%
55,000.00 (ream 65,193.49	ortized) 5.0%
27,500,000	5.0%
27,500.00(resch 13,871.60	leduled) 8.5%
6,200.00 (reamo 8,917.35	7.25%
8,917.35	rtized)11.07
35,320.00(resche	10.75%
17 470 00 (resche	eduled) 5 0%
17,470.84	5.0%
13,000.00 (resche	3.0%
13,000.00(resche 4,332.12	dured)10.25%
21,250,000	7.25%
21,250.00(resche 27,513.28	duled)14.57
	7.25%

February 1, 2018 February 2, 1986 February 1, 2000 May 5, 2000 May 12, 1987 February 1, 1992 March 15, 1987 February 1, 2000 January 22, 1989 February 1, 2000

STATE OF OREGON, )
County of Klamath )
Filed for record at request of

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Fee	21.00		<b>Deputy</b>	

Return to Atc