USDA-FmHA Form FmHA 427-1 OR

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PROL HOUSENERS IN THE REAL STATE MORTGAGE FOR OREGON anime and the property includes an electron programmer encode states and association of the second states and association with write provider to the second states and association in the second states and associate associate and associate an

THIS MORTGAGE is made and entered into by

DONALD D. KIMBALL The second second 11. 2022 KLAMATH

County, Oregon, whose post office a staating the page of the second 1.914. a 164

address is 4185 Bristol Court, Apt. C Klamath Falls , Oregon 97603

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

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:> 1.4 The catago and proclamp cares that in the maximum catago and

² ² ³ ² ³ ³ ³ ⁴ ³ ⁴	Annual Rate	Due Date of Final Installment
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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 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 ...

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Section 2	: Ekoné tying Fast of the Contarline of Less discus Reput a North 30 fost of the SElection of the the County Road Brown as the Bosconics of a static

Township 39	South, Range 12 East of the Willamette Meridian
Section 29:	E½SW¼ lying East of the Centerline of Lost River; W½SE¼ & North 30 feet of the SE½SE¼ lying West of the County Road known as the Bonanza-Lorella Highway.
Section 32:	NE¼NW¼ lying East of the centerline of Lost River; NW¼NE¼, LESS that portion conveyed to the United States of America by instrument dated January 28,
	1925, recorded February 8, 1926, in Volume 69 page 269, Deed Records of Klamath County, Oregon.

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

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. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, 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 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, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(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 hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or 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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deliver such policies to the Government. To maintain improvements in good repair and make repairs required by the Government; operate the property in husbandmanlike manner: comply with such farm conservation practices and farm and home management plans as (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in 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 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 immairrigent of the security covered hereby or without the written consent of the Government, cut, remove, or lease any 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, lessening or timber gravel of 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. (14) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien provisions have found to the enforcement of or the compliance with the provisions have found of the pote and any simple. (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-mentary accessed (whether before or after default) including but not limited to costs of evidence of title to and surple-

and priority hereof, and to the enforcement of or the compliance with the provisions hereof and of the note and any supple-mentary agreement (whether before or after default), including but not limited to costs of evidence of title to and supple-of the property costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of 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 advertising, selling, or conveying the property. 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. Dartial releases. subencumbered, 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, sub-ordinations, and satisfaction, and no insured holder shall have any right title or interest in or to the lien or any benefite

and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, sub-ordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the cove-and apreements contained herein or in any supplementary agreement are being performed. (13) At all reasonable times the Government and its agents may inspect the property to nants and agreements contained herein or in any supplementary agreement are being performed. s and agreements contained neterin 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 need by the note or any indebtedness to the Government secured by this instrument (b) release any party who is liable (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 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 lien or the priority of this instrument or Rorrower's or any other party's liability to the Government for payment of the note of the note of the priority of this instrument of the note of the priority of the subordinate its instrument.

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 forhearance by 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 or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any torbearance 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 Government-whether once or otten-in exercising any right or remedy under this instru-applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Cable law, shall not be a waiver of or preclude the exercise of any such right or remeay. (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production a Federal land bank or other responsible connerative or private credit source at reasonable rates and terms (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 loane for similar purposes and periods of time. Rorrower will upon the Covernment's request apply for and accept such 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 to nav the note and any indebtedness secured hereby and to nav for any stock necessary to be

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 nurchased 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 sured hv the Government and executed or assumed hv Borrower, and default under any such other security instrument (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

constitute default nereunder. (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by nstrument, or should any one of the narties named as Borrower die or be declared an incompetent, a bankrupt, or an

(17) SHUULD 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 ontion, with or without notice, may: 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 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 pavable. (b) for the account of Borrower incur and pav reasonable expenses for repair or maintenance of and take (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 nonscession of operate or rent the property. (c) upon application by it and production of this instrument without other

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 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 hv law, and (e) enforce any and all other rights 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. emedies provided nerein 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 on to enforcing or complying with the provisions hereof. (b) any prior liens required by law or a competent court to (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

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 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 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 nart of the property the Government and its agents may bid and purchase as a stranger and may pay the Government's option of the Government's option. 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. e order prescribed above. (19) Borrower agrees that the Government will not be bound by any present or future laws. (a) providing for valua-annraical homestead or exemption of the property. (h) prohibiting maintenance of an action for a deficiency indement

(19) Borrower agrees that the Government will not be bound by any present or tuture 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 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 limitations (d) allowing any right of redemntion or possession following any foreclosure sale, or (e) limiting the conditions or limiting the amount thereot 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 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 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. transfer of the property to a new Borrower. Borrower expressive waives the benefit of any such Star relinquishes, waives, and conveys all rights, inchoate or consummate, or descent, dower, and curtesy. quisnes, 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 of r of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Romower intends to sell

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction of 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 f_a) neither Borrower nor anyone authorized to act 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 set for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise 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 denv the dwelling to anyone because of race: color, religion, sex, or national origin and (b) Borrower for Borrower will, after receipt of a bona tide otter, 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 disclating, and will not comply with or attempt to enforce any restrictive covenants on the make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin and (0) 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 rational origin.

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STATE OF OREGON COUNTY OF <u>KLAMATH</u> On this <u>22nd</u> day of <u>October</u> but the state of the state	19:85; personally appeared the above in the second
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STATE OF OREGON COUNTY OFKLAMATH On this22nd day of	19 85; personally appeared the above is a set of the se
STATE OF OREGON COUNTY OFKLAMATH	19 85; personally appeared the above is a set of the se
STATE OF OREGON COUNTY OF <u>KLAMATH</u> On this <u>22nd</u> day of <u>October</u> , 1 named <u>DONALD D. KIMBALL</u> and aakchowledged the foregoing instrument to be <u>his</u> and aakchowledged the foregoing instrument to be <u>his</u> Augustual to the foregoing instrument to be <u>his</u> <i>My</i> Commission expires <u>8/</u> (NoTORJALASHAL). C D B LIC <u>Sector function</u> My Commission expires <u>8/</u> C D B LIC <u>Sector function</u> Return to: FmHA' P. O Box 1328 Klamath Falls, OR 97603	19 85; personally appeared the above is an interval of the
STATE OF OREGON COUNTY OFKLAMATH	19 85, personally appeared the above voluntary act and deed. Before me: Motory Public. 27/87 T.S.J.J. the 22nd da
STATE OF OREGON COUNTY OFKLAMATH	19 85; personally appeared the above voluntary act and deed. Before me: Motory Public. 27/87 I, SJ J the <u>22nd</u> da and duly recorded in Vol. <u>M85</u>
STATE OF OREGON COUNTY OFKLAMATH	19 85; personally appeared the above voluntary act and deed. Before me: Motary Public. 27/87 I,SJJJ the 22nd da ind duly recorded in Vol. M85 17142
STATE OF OREGON COUNTY OFKLAMATH On this22ndday ofOctober, 1 namedDONALD D. KIMBALL and anthowieder up foregoing instrument to behis and anthowieder up foregoing instrument to behis My Commission expires8/ GGE COUNTY OF KLAMATH: SS. Filed for record at request ofA.D., 1985_ at11:19_ o'clock _A_M., a ofGE COUNTY OF KLAMATH: SS.	19 85; personally appeared the above voluntary act and deed. Before me: Motory Public. 27/87 I, SJ J the <u>22nd</u> da and duly recorded in Vol. <u>M85</u>
STATE OF OREGON COUNTY OF <u>KLAMATH</u> On this <u>22nd</u> day of <u>October</u> , 1 named <u>DONALD D. KIMBALL</u> and aakhowledged up foregoing instrument to be <u>his</u> and aakhowledged up foregoing instrument to be <u>his</u> <i>Hay Hue</i> (NOTORNAIASEAL) FUE UB C DONALD D. KIMBALL My Commission expires <u>8/</u> C DONALD D. KIMBALL My C DONALD D. KIMBALL My Commission expires <u>8/</u> C DONALD D. KIMBALL My Commission expires <u>8/</u> C DONALD D. KIMBALL My C DONALD D. KIMB	19 85; personally appeared the above is attached by a second seco

(10) formover agrees that the Covernment will not be bound by it's present of the fit

regulations not inconsistent with the express provisions hereof? (22) Notices given hereunder shall be sent by certified mail unless otherwise required by law, addressed, unless and 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). 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 invalidity will not affect other provisions for applications for the declared to be severable.

(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 and the present regulation of the present regulations of the Farmers Home Administration, and to its future

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