USDA-FmHA

Form FmHA 427-1 OR (Rev. 4-21-81) szertetén el artop bréhessépe

** KCTC-39268 Vol. 18 Page 4926

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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 profits thereof and revenues and mediate discretions, an unprovements and personal property now of facts attached thereof, 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";

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

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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 Gov-

(2) 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.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, the Farmers Home Administration. 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 pre-

servation, 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.

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.

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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- (8) To keep the property insured as required by and under insurance policies approved 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 bereof
- (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.

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(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its fursible regulations not inconsistent with the express provisions list contains

(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 Description of the Covernment of 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 or application, and to that end the provisions hereof are declared to be severable. ्रमेत्र र प्राप्त संस्था प्राप्तामकात् अस्तिमात् स्थान प्राप्त सम्राप्त सम्राप्त स्थान स्थान स्थान स्थान स्थान त्यास स्थिति । अस्ता स्थितसम्बद्धाः स्थानात्राचा स्थान स्थान स्थानस्थानस्य स्थानस्थानस्य स्थानस्य स्थानस्य स्थ

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The following described real property situated in Klamath County, Oregon:

PARCEL 1:

The NEt, NWISEL, SINWI, NISWI Section 5, Township 40 South, Range 9 East of the Wilamette Meridian, EXCEPT a tract of land situated in the NEt of Section 5, Township 40 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a 5/8 inch iron pin marking the North one-quarter corner of said Section 5, which point is on the centerline of the Old Midland County Road; thence South along an old existing fence line and fence line extended (said line being the one-quarter section line as described in Volume 326 page 411, Deed records of Klamath County, Oregon) a distance of 1363 feet to an old fence post; thence South 88°41'42" East (East by said Dead record) 465.00 feet to a one-half inch iron pipe; thence North 71°52'00" West 303.76 feet to a steel fence post; thence North 52°33'00" East 237.03 feet to a steel fence post; thence North 25°14'00" West 143.78 feet to a steel fence post; thence North 18°26'00" East 192.44 feet to a steel fence post; thence North 28°03'00" East 472.17 feet to a steel fence post; thence North 47°49'00" East 463.30 feet to a steel fence post; thence continuing North 47°49'00" East 151.09 feet to a 1/2 inch iron pin in the centerine of said County Road; thence South 89°36'55" West (West by said Deed record) a distance of 948.31 feet to the point of beginning. The bearing of the above described tract of land is based on the said one-quarter section line as being South. ALSO EXCEPTING the SINE NET and the NISE NET of Section 5.

PARCEL 2:

The South 150 feet of the NiSEINE; of Section 5, Township 40 South, Range 9 East of the Willamette Meridian. SAVING AND EXCEPTING a parcel of land situate in the NE of Section 5 more particularly described as follows: Commencing at the Southeast corner of the NISEINE; of said Section 5; thence N. 00°22'00° W. along the East line of said Section 5, 150.00 feet to the point of beginning for this description; thence leaving said section line S. 89°48'00" W. 739.34 feet; thence S. 81°17'43" E. along a fence, 247.78 feet; thence N. 87°28'53" E. along a fence, 176.47 feet; thence S. 88°12'35" E. along a fence 168.39 feet; thence N. 82°51'26" E. along a fence and the Easterly extension thereof, 151.09 feet to a point on the Easterly line of said Section 5; thene M. 00°22'00" W. along said section line, 18.80 feat to the point of beginning.

PARCEL 3:

A parcel of land situate in the NET of Section 5, Township 40 South, Range 9 East of the Willamette Meridian, being more particularly described as follows: Commencing at the Southeast corner of the N\set\NE\ of said Section 5; thence N. 00°22'00" W. along the East line of said Section 5, 150.00 feet; thence leaving said section line S. 89 48 00 W, 739.34 feet to the point of beginning for this description; thence N. 81°17'43" W. along a fence, 25.39 feet; thence N. 79°48'21" W, along a fence, 172.97 feet to the end of fence; thence N. 78 54'42" W, 125.00 feet; thence North to a point on the North line of the SiNEINE of said Section 5; thence West along said North line to the Northwest corner of the SiNE; NE; thence South along the West line of the EinE; of said Section 5 to a point which is 150.0 feet North of the Southwest corner of the NisEinEi; thence S. 89°48'00" E, 580.66 feet to the point of beginning.

EXCEPTING therefrom any portion of the above described parcels lying within the limits of roads or highways.

PARCEL 4:

Lot 6 in Section 8, Township 40 South, Range 9 East of the Willamette Meridian.

The Winwi, SEinwi, Lots 7, 8, 9, 10, 11 and 12 in Section 17, Township 40 South, Range 9 East of the Willamette Meridian.

PARCEL 5:

The MEISE; of Section 8, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, AND

The NiSWi and NWiSEi of Section 9, Township 40 South, Range 9 East of the Willamette Meridian, ALSO

A parcel of land being a strip of land 40 feet in width lying along the full length of the East side of the NE; of Section 8, Township 40 South, Range 9 East of the Willamette Heridian, Klamath County, Oregon.

Quantity		Manufacturer	Size and type	Condition	Year of manufac- ture	Serial or motor No
1 10 2 2 160	Aluminum mainline Aluminum mainline Aluminum mainline Wheelines Pump & Motor Pump & Motor Aluminum handline Hoses	Cornell	5" pipe X k mile 8" pipe X k mile 6" pipe X k mile k mile 60 HP 40 HP 3" X 40' with risers 4" X 20'		ture	
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The above is same property recorded in the Mortgage Records of Said County in Volume M77 on Page 5055, Record of Real Estate Mortgages of Klamath County, Oregon.

This Mortgage is also given to further secure the obligations secured by hereinbefore described mortgage to the Government, which mortgage shall reamin in full force and effect.

Return to: Farmers Home Administration 2455 Patterson St., Suite #1 Clamath Falls, Or 97603

STATE	OF OREGO	COUNTY OF KLAMATH: ss.
Filed fo	r record at a	quest of Klamath County Title Company the 25th da A.D., 19 87 at 4:35 o'clock P M., and duly recorded in Vol. M87 of Mortgages on Page 4926
FEE	\$25.00	Evelyn Biehn, County Clerk By