USDA-FmHA 88028 Form FmHA 427-1 OR (Kev: 4-21-81) see lencing such payments

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Position 5



to of toszouuppa uccessia to me a REAL ESTATE MORTGAGE FOR OREGON against the property, including all charges and assessments in connection with water, which trained in the con-(c) To use the han evidenced by the note solely for purposes sufficiency of a the Geventual value and write new performed (this MORICAGE is made and entered into by the connection with water, water statis, and water new performed (c) to the four of a second descentation of the sole Government datermines.

And the second state of the constraint of the state of the state of the protocol of the state of All advances by the Government as described in this institution. with interest, cheft se internalizedy due and use to control of the interest of the second of the Taddress is P. O.C. Box: 17810 Merrilli use the manage anerosi sure

address is P. U. DOX. 1770: THEFTELL DATA IN THE CONTROL AND A STATES TO THE ASTATES AND A STATES AND A ST Braces Department, of relievent the covernment, as evidenced by one or more promissory note(s) or assumption agreement(s), herein, called mote, which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the sentire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:) the Government such less and other challes as that these in hereater by requiring by regulations of ernment, as collection agent for the holders

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TILE to the property to the Geventment against oil lawful claims and demands whittoever except any item, encumbrances, ensurements, reservations, or conversinces specified hereinabove, and COVENANTS AND AGREES as follows:

BORROWER for Bonower's self. Borrower's heirs, executors, administrators, successors and assigns WARPANTS THE BORROWER for Bonower's self. Borrower's heirs, executors, administrators, successors and assigns the self of the Government against all lawful claims and demands whittenever excent any Bens, encumbrances, Eno the property to the Government against all lawful claims and demands whittenever excent any Bens, encumbrances. TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee shorter. 10 HVAE VID to HOI Date of our called and the construction if access product in the called of a second seco crate may be changed as provided in the note.) or ju batt with loan longs' all water visition operating many secure of your and show betrained.

of loggAnd the note widences a loan to Borrower, and the Government, at any time, may assign the note and insure the Payment theref pursuant to the Consolidated Farm and the Government, at any time, may assign the note and insure the payment theref pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or Paymentementeror pursuant to the consolidated (Farm and Kuraty Development Act, or "The iv of the Housing Act of 1949, or "any other statutes administered by the Farmers Home Administration, "Isuances appearing belowing" the traffa leaves aug 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 that, among other things, at all times when the note is held by the control of the note, this instrument without insurance of the note, 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

shall secure payment of the note; but when the note is new by an insured noticer, 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 of the note or attach to the uppt evidenced dieleby, out as to the note and such debt shall constitute and 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 payment of the note and any renewals and extensions thereof and any agreements contained therein, (0) at an times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Control of the control of any default by Borrower's agreement herein to indemnify and save harmless and et 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 hereinan units to secure the prompt payment of an advances and expenditures made by the Government, with interest, as nerein-after described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary after described, and the performance of every covenant and agreement of borrower contained nervice of many supprementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Govern-

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



Position 5



To use the loan evidenced by the note solely for purposes authorized by the Government. Government determines. 112 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

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

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

assessments, 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

1600 (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of (3) utilify required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes,

ernment, as collection agent for the holder.

(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-

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:

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

together with (all rights; interests / easements; thereditaments) 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 the note or attach to the debt evidenced thereby, but as to the note and such debt, shall constitute up the 8860 (gate to secure the Constitution is and to study the treatment to the forestimate the treatment to the treatment to the forestimate the forestimate the forestimate the treatment to the forestimate t shall secure payment of the note, but when the note is held by an insured helder, this instrument shall get Government, or in the event the Government should assign this instrument without insurance of the note, this instrument And it is the purpose and intent of this instrument that, among other tubes, at all three when the note is held by the

And this instrument also secures the recapture of any interest credit or subssity which may be realized to the Borrower by the Government Physicant to 42 (1.S.C. §1496a, to sectore the Government against loss under its insurance contract by reason of any default of Bounaer.

all times to secare the prompt payment of all advances and expanditures mode by the Coveraniem, with Differest, as hereinthe Covernment areas by surger its insurance contract by reason of any default he Bore area and (c) in say event and at a structure default in Bore area and (c) in say event and at the structure of the structur note is held by an instruct holder, to seence performance of Borrower's agreement harein to indemnify and save harmiess payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the in the event the Gevernment should assign this instrument without instrance of the payment of the near the vector prompt-NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the dioversment of

ment the following property situated in the State of Oregon, Countr(les) of <u>Alamatic</u> streement. Botrower does hereby grant, barguin, will, convey, motigage, and assign with general wattany indio the Gevenafter described, and the Periornance of every covenant and agreement of Borrower contained nervir in any applementary

demand receipts evidencing such payments.

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Form FullA 427-1 OR USDA-FmIIA

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We SEY, WEL SW- Section 35 Township 40 South, Range 10 East of the Willowette

BSTL

(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 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 tent 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 (21) This instrument shall be subject to the present regulations of the Farmers from Administration, are a questioned as mean and neuropy discumpled to the present regulations of the Farmers from Administration, are a

limitations; (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions a provide the interest rate it may share as a condition of approximate initiations, (a) allowing any right of redemption of possession following any foreclosure sale, of (e) initing 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 Portower Portower expressive whites the benefit of any such State law Portower bandwing and the benefit of any such State law Portower bandwing and the benefit of any such State law Portower bandwing and the benefit of any such State law Portower bandwing and the benefit of any such State law Portower bandwing any such St 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

(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, nomesteau or exemption of the property, (o) promoting maintenance of an action for a derivency 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 one tight of radountion or procession following any forselowing sale or (a) limiting the conditions

(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 of complying with the provisions hereof, (b) any prior liens required by law or a competent court to be applied by the note and all indebtedness to the Covernment secured hereby (d) inferior liens. 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 considered and all indebtedness to the Government's option, any other indebtedness of of so paid, (b) the debt evidenced by the note and an indeptedness to the Government secured hereby, (d) interior itens 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 incured by the Covernment and (f) any balance to Borrower. At forestown or other sale of all or any 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,

(a) because the entire amount unpaid under the note and any indeptedness to the Government neteoy secured inmediately 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 avidence and without notice of hearing of caid analization have a positive appointed for the property, with the unit other 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) foreglass 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

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by (17) SHOULD DEFAULT OCCUF in the performance or discharge of any obligation in this instrument of secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an this instrument, or should any one of the parties named as borrower die or be declared an incompetent, a bankrupt, of 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 neverable (b) for the account of Portovic insurand nev rescandle operation of maintening of and take

(16) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument and

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production (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 bone for the Borrower will other the Covernment's request apply for and accent such 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

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 or porrower's or any other party's haounty to the covernment for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Covernment whether one or other in exercising envision or otherwise in writing. HOWEVER, any forbearance by the or debt secured by this instrument unless the Government says otherwise in writing nowever, any ioroearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by

COMPTI(13). At-all-reasonable-times the Government and its agents may inspect the property to ascertain whether the cover nants and agreements contained herein or in any supplementary agreement are being performed. (14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable to the Government (c) release portions of the property and subordinate its 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

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or (12) Neither the property nor any portion thereof of interest therein shall be leased, assigned, sold, transferred, of encumbered, voluntarily or otherwise; without the written consent of the Government. The Government shall have the sole and evolutive rights as mortgages bereunder including but not limited to the power to grant consents, partial releases, suband exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, suband exclusive rights as mortgagee nereunder, including but not immed 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

and priority hereof and to the enforcement of or the computance 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 survey mentary agreement (whether before or after default), including but not imited to costs of evidence of the to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of

(10) fro 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 supple-

timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

To maintain improvements in good repair and make repairs required by the Government; operate the property in (9) 10 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 nuspandmanike manner; comply with such larm conservation practices and larm and nome management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or muniformation the security covered bareby or with built built the with the covered bareby or bare or built of the security of the timber gravel oil me coal or other minerals event as may be necessary for ordinary domestic numbers, cut, remove, or lease any

To keep the property insured as required by and under insurance policies approved by the Government and, at its (8) request, to deliver such policies to the Government.

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c - C	of <u>Mortgages</u>	Evel	vn Biehn	County Clerk	l
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or insured by the Government and executed or assumed by Borrower, and detable under any such other security instrument Defruit hereunder shall constitute defaut under investigation eine of chartel scoutty matument heid bo: WITNESS the hand(s) of Borrower this particular the second se ican in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any

then or the priority of this matument of Borrowsers of any other BIFFIE of PHEALON Systems of the pore

L. HEATON

(15) If streng time it shall appear in the Covernment the **BOBERT**, **F**., **H** credit association, a Federal land bank, or other responsible work will, affect the purposes and perieds of time. Borrower will, after a feature the total loan in sufficient amount to pay the note and not not address the total test and the total test.

applicable law, shall not be a walver of or precipde the exercise of

Covernment-whether once or often-in exercising any fight tien or the priority of this manument unless the Government of dolt secures by this instrument unless the Government of the exercising any figure स्तर आनं कदक्तां का का

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of meeters in like cases, (d) foreclose this instrument as provided herein of by law, and (s) enforce any and all other rights evidence and without notice of bearing of said application, have a receiver appointed for the property, with the usual powers pussession of operate of real 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 repeir or maintenance of and lake (a) declars the cuttre amount unpaid under the note and any indebtedness to the Government hereby secured remediately insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may : this instrument, or should any one of the parties rained as Botrower die or be deslared an incompetent, a bank unt, or an (17) SHOULD DEFAULT acour in the performance of discharge of any obligation in this instrument of seconed by

state of the purchase price by crediting such amount on any debts of Barrower owing to or insured by the Gavernment, part of the property, the Covernment and its agents may blit and purchase as a stranget and may pay the Government's Borrowse owing to or maned by the Government, and (f) any balance to Borrower. At forecloture or other sale of all or any of record required by law of a competent court to be so paid, (c) at the Gevenment's option, any other indeptedness of be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured be else, (c) interior liens incident to enforcing or completing with the provisions hereof. (6) any prior bens inquired by law or example of the and to (18) The proceeds of Aneclosure sale shall be applied in the following order to the payment of, (a) costs and expenses

which the Government may by regulation impose including the interest rate it may charter as a cardition of approving a transfer of A surprise to a new Performent Methodies the factorized and and sole starts for the proving a limitations. (d) allowing any right of redemption of possession following any foreclosure sets or (c) imiting the conditions or limiting the amount thereof or the time within which such action may be brought, (2) preasilying any other source er tion, appliaisal, homesterid or exemption of the property. (b) prolubiting maintenance of an action for a deficiency indement or function the apparent forward of the time maintenance of an action for a deficiency indement (19) Borrower agrees that the Government will not be bound by any present or future laws. (a) providing for valua-

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to Second regulations not inconsistent with the express provisions nereor. (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). at Fortland, Oregon 9/204, and in the case of Borrower at the address shown in the Faithers none Additionation 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.