	Position 5 Page Page
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impairment of the security covered t	the property of without the written consent of the Covernment, our remove of lease and received written consent of the County, Oregon; whose post office of the county, or the county of
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A D O WROVE 63 OF Kenous	comply with the land concerning was the constitute of the state of the state of the constitute of the state of the constitute of the state of the constitute of the state of t
herein called Borrower, and the C	inited States of America, acting through the Farmers Home Administration, United
ตอนเดนต tegesbig sargenesis: ข้ายน บัวกับเ States Department of Agriculture who	Sure and seasons of the season street, Klamath Falls see mailing address is Suite 1, 2455 Patterson Street, Klamath Falls and the season see and t
against the property, memaing all ch	arges and assessments in confidence with scater, water cloud, and water stock partitions.
(v) to but uner one on in	siles may acceptant to expression with reals, which there are written and the "Government," and:
WHEREAS Borrower is indebte	d'to the Government, as evidenced by one or more promissory note(s) or assumption
agreement(s), herein-called "note," w	which has been executed by Borrower, is payable to the order of the Government, au-
thorizes acceleration of the entire in	debtedness at the option of the Government upon any default by Borrower, and is
Charles and the control of the contr	全国大学的 30大品的ACH中国中国中国和国内国内内西国的内部,在中国中的国际中的国际的国际的国际的国际的国际,但是国际国际的国际的国际国际国际国际国际国际国际
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TOWER S' account. All such advances sin	in real interest at the late course of the late of the
www.quWHEREAS, Borrower,qls	indebted to the Government, as evidenced by a shared for Both
Appreciation Agreement, if	nerein called "note" swhich has been executed by Borrower of the Government "and is described as follows:
imperantering programs of the titudity said	omer custice abou are mortished breinges.
Date of Thetrument	inneut to make additional monthly has Final Maturity Date
	ng sach lees and other charles as that 101-24-99 also be reduced by resolutions of
(5) [OUI-24-89 (CARLING	% for farm ownership or operating loan(s) secured by this instrument, then the
rote may be chanced as provided in th	is noted. O for Azierom of grap continued to make between our die die de die goa-
Hallilla ad the anche anthonogen alloge	to Rorrower and the Government at any time may assign the note and insure the
payment therof pursuant to the Con	solidated Farm'and Rural Development Act, or Title V of the Housing Act of 1949, or Act of Farmers Home Administration; ASSIVILE VAD VERBEETS PROPERTY.
	at let this instrument that among other things at all times when the note is held by the
Commont for in the event the Go	everyment should assign this instrument without insurance of the note, this instrument
shall angues payment of the note the	it when the note is held by an insured holder; this instrument shall not secure payment denced thereby, but as to the note and such debt shall constitute an indemnity mortgage
to course the Covernment against los	s under its insurance contraction reason of any default by bollower,
the same and the state of the second series and series at the series of	which was been a compared to the Kottower which may be granted to the Kottower which
by the Government pursuant to 42.U	S.C.181490a.
NOW THEREFORE in concid	eration of the loan(s) and (a) at all times when the note is held by the Government, or assign this instrument without insurance of the payment of the note, to secure prompt
and any rangua	ic and extensions thereof and any agreements contained therein, (0) at all times when the
hald by an ingread holder	to secure nertormance of Horrower's agreement herein to muching and save harmess
the Government against loss under	is insurance contract by reason of any default by borrower, and (c) it any event and actions of all advances and expenditures made by the Government, with interest, as herein-
ofter described and the performance	of every covenant and agreement of portower contained herein of in any supplementary
agreement, Borrower does hereby gr	ant, 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 ____

ment the following property situated in the State of Oregon, County (184) of American agreement. Borrower does hereog grant, barging sen, convey, mengage, and assem with penetral versely unto the solvern after described, and the performance of every coverant and agreement of Berrower contained herein of this is applementally

together, with all rights (including the right to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances, thereunto belonging, the rents, issues, and profits, thereof and revenues and income therenercentaments and appurtenances, increanto octoning, me rents, issues, and profits, increan and revenues and income increasing improvements and personal property, now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, irrigation systems, including pumps, motors, electrical panels, pipe, sprinklers, and other accessories pertaining thereto; milking, milk handling, and milk storage systems, and other accessories pertaining thereto; milking, milk handling, and milk storage systems, and other accessories pertaining thereto; manure handling systems; investock feeding systems; ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, whether or not attached to the real estate; all water, water rights, water certifications. ficates! water permits, water allotments, and water stock pertaining thereto, no matter how evidenced; 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, 1 42 to 112 note and energy dept basis constitute an acquirizate associations.

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

Consideration of Borrower's self, Borrow

(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 ---- the grant homes with the discussion points and the contract of the contract o

(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 of not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, 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 Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

[50:2:All-advances by the Government; including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by 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. I be a long or the more than a long or the covernment determines.

(6) It ITO 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 jor reasonably, necessary, to the use of the real property described above, and promptly deliver to the Government without 201019 120 STREET AND LESS demand receipts evidencing such payments.

(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 supple 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.

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(12) Except as otherwise provided in the Farmers Home Administration regulations, 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 hereof."

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the cove-

nants and agreements contained herein or in any supplementary agreement are being performed.

of -(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 evidenced by the note or any indebtedness to the Government, (c) release portions of the property and subordinate its 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.

21 V 1(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. 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 of 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 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

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuaorder prescribed above: tion, appraisal, homestead of 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, of 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) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to

produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) 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.

(23) 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, United States Department of Agriculture, at the mailing address mentioned above, 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).

(24) 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:

	date of the date o		
address shown above), (24) If any battuership of Corbonation and applied invalidity will not affect other provisions or applications.	tion flereof to any phrica of the instrument which	au pa ancu cuccu Individual(s)	i held awald, such without the unalid
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COUNTY(OF 30	provided herein of by law,	១មុន (៤) ខុណ្ឌូល នេះជាជុំ	and all other rights
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10, 20% The foregoing instrument was acknowledged before m	his oly reasonable expense	E for Labry or mine	notificate in the sign
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[Notary Seal] DELYNE Locent in the hertochitic	e tot disconinge of any our	Tree of the state of the second	drivery has spinisted to
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igu o The foregoing instrument was acknowledged before m	e this!	day of	Annavar victoria de ave
MUNGE HIG HOLE IN I (Name of Corporate Officer) (10 116 (COM	ermient (c) release (Line	of Corporate Officer)	THE SHIP COURTS SHE
evidenced by the note or any indebtedness to the Governi			of the corporation.
nants and aercements contained berein or in any supplement	of Incorporation)	Grainse	
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(12) Except as otherwise proyided in the Formers portion thereof, assigned portion thereof.	il sold translatted or and	nmbered, velumentl	s be opiotiers with
it (12) Except as otherwise provided in the Farmers	Man Commission expires		

LOWN Sour

A parcel of land lying in Section 29 and 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being a portion of that real property described on page 659, Volume 259, said parcel more particularly described

Starting at a steel stake set in a mound of stone, which stake mark: the Northeast corner of the SE' of the SW; Section 29; thence North 89° 19.9' West 368 feet along a well established fence line to a fence corner; thence South 6° 21' East 2571.58 feet along a well established fence line to a steel stake; thence North 74° 20.9' East 665.09 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 703.07 feet to a steel stake; thence North 0° 53' East 759.84 feet along a well established fence line to a fence corner; thence North 49° 07' West 23.82 feet to a fence corner; thence North 0° 53' East 907 feet along a well established fence line to a fence corner; thence South 79° 07' East 18.53 feet to a fence corner; thence North 0° 53' East 471.75 feet along a well established fence line to a fence corner; thence North 89 19.9 West 1326.07 feet along a well established fence line to the place of beginning.

TOGETHER WITH a non-exclusive right of ingress and egress across a 60 foot strip of land adjoining the above described parcel, said strip more particularly described as follows:

Starting at the steel stake which lies on the Southerly line of the above described parcel of land and which steel stake lies North 74° 20.9' East 665.09 feet from the Southwest corner of the above described parcel of land; thence South 4° 11.3' East 863.71 feet more or less to a steel stake which lies on the Northerly right of way line of Oregon Highway 66 as constructed; thence North 72° 56.4' East 30.77 feet along said right of way line to a steel stake; thence North 72° 56.4' East 30.77 feet along said right of way line to a steel stake; thence North 4° 11.3 West 862.06 feet more or less to a steel stake which lies on the South line of the above described parcel; thence South 74° 20.9' West 30.61 feet along said South line to a steel stake; thence South 74° 20.9' West 30.61 feet along said South line to the place of

PARCEL 2

The Wealth of Section 4, Township 40 South, Range 8 East of the WI! Lamette Meridian, Klamath County, Oregon.

Complete sprinkler irrigation system, including but not limited to, the following

1 Western Wheelline, 1720'

I Western Wheelline, 960' DF XI I Western Wheelline, 560'

l Thunderbird Wheelline, 1/4 mile, 22 movers

33.6".x.40" aluminum mainline pipe

86 3" x 40" handline pipe with risers and heads 88 4" x 40' aluminum mainline pipe, with risers and heads

50 aluminum pipe, 6" xnd 8" x 40'

1 electric pump, 30 horsepower, F. B. Morris

l electric pump, 20 horsepower, F. B. Morris

Lelectric pump, 20 horsepower, Johnson l pump, 3 horsepower, Briggs and Stratton

Big Melson Ry BA 6 v4

FORM APPROVED OMB NO. 0575-0133

FmHA Instruction 1951-S Exhibit Deto Subpart Se

SHARED APPRECIATION AGREEMENT

and Hanwing someislift and no funited STATES OF AMERICA acting through the 1/2/199 (maximum term of ten (10) (years) for used as it is of the control of the

> Borrower is indebted to FmHA for loan(s) as evidenced by the note(s) described 100.000 X018 (e)mad, anthrone vergerous of the second below:

Principal Amount (*) // Interest Rate Date

And the of well-educated 2015053.00

SEE EXHIBIT NO. 1, ATTACHED

This Agreement is attached to the note(s) described above. As of the date of this Agreement, before write-down, the unpaid principal balance on which notes and the unpaid interest balance was was \$<u>249.137.34</u> These note(s) were modified by the following note(s) which \$ 193,363,74 are attached to note(s) described above.

Title: County Supervisor Date Principal Amount U.E. Department of Marieuliure

Due Date Interest Rate

01-24-89

\$149,774.79

5.0%

01-24-2019

The note(s) described above are secured by the following real estate security instruments:

Grantor

Date of Security Instrument

Records of County State Book or Reel

Page

SEE EXHIBIT NO. 2 ATTACHED

As a condition to, and in consideration of, FmHA writing down the above amounts and restructuring the loan, Borrower agrees to pay FmHA an amount according to one of the following payment schedules:

- 1. Seventy-five (75) percent of any positive appreciation in the market value of the property securing the loan as described in the above security instrument(s) between the date of this Agreement and either the expiration date of this Agreement or the date the Borrower pays the loan in full, ceases farming or transfers title of the security, if such event occurs four (4) years or less from the date of this Agreement.
- Fifty (50) percent of any positive appreciation in the market value of the property securing the loan above as described in the security instruments between the date of this Agreement and either the expiration date of this Agreement or the date Borrower pays the loan in full, ceases farming or transfers title of the security, if such event occurs after four (4) years but before the expiration date of this Agreement.

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing rubic reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to, Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0133), Washington, D.C. 20503.

GEVORATA MEGA OMB NO. 0575-0133

FmHA Instruction 195148 Exhibit Deto Subpart Sa Page 2

SHARED APPRECIATION ACREEMENT

The mount of recapture by FmHA will be based on the difference between the To value, of the security, at the time of disposal or cessation by Borrower of farming and the value of the security at the time this Agreement is entered into parifythe borrower violates the term of this agreement FmHA will liquidate. after the borrower has been notified of the right to appeal : and

secure is never to fully for loan(s) as authenced by the mote(s) described Market value of the property securing loan(s) \$107,000.00

Net recovery value of property securing loan(s) \$\.78.854.35

5.50

Amount of write-down \$ 291,055.00 CHIATON AT YOU TENNY Tids Externant is attached to the note(s) described above As of the date of Amount of Account Equity & IN/Ac binger and oweb United STATES OF AMERICA and the unpaid interest balance was on parky were modified by the fellowing no

Borrowerisisignature) Selection of the s DANIEL E. LOWN

. ovode badl-cos; ROBERT K. HAASE Title: County Supervisor (Farmers Home Administration) U.S. Department of Agriculture

EL:941.16814

The heavy at noncribed above are sacured by the LINDA L. LOWN

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Records of County State

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del statete ko. 2. atakind

as a condition to and in opicideration of tallassicing down the above suchity are continued the loan, Barrower agrees to pay finhh an amount according to the following payment schedules:

| Sevent (1.00 / 70) percent of any positive appreciation in the mariet security communicated the descriped in the acoveespiration data of this Agreement or the date the Borrewor pays the loss in [11], couses farming or translars cittle of the recurity, if such event course four (4) reart or loads from the decomposition (4) reart or loads from the decomposition (4) reart or loads from the decomposition of the same of the sa

(1) (30) parcent of any positive appreciation in the market value at the penting the down above as described in the security Astronous by below, the date of this Astronous, and either the espiration alls of this a seasons of the data noticed pays the loan in full, ceased turning atter geur (d) corecour merors the application slate of this Agreement

palvativa por sang sang palubban, danggaptang attingg at hunays at a stanger abitmicraticistic verse last call so that an engage passion The separate of the converse entering and contained the detailed of the processing of the see the process of the second of the process of the contained of the contained of the contained of the process EXHIBIT NO. 1 TO SHARED APPRECIATION AGREEMENT - USA/LOWN January 24, 1989

<u>DATE</u>	PRINCIPAL AMOUNT	INTEREST RATE	DUE DATE
07-15-77	\$27,000.00	5.0%	07-15-2017
01-24-78	\$22,350.00	8,0%	01-24-1985
05-15-78	\$ 6,500.00	8.0%	05-15-1985
01-25-79	\$118,200.00	8.5%	01-25-2019
02-04-80	\$65,231.10	10.52	02-04-1987
02-11-81	\$39,400.00	13.0%	.02-11-1988

EXHIBIT NO. 2 TO SHARED APPRECIATION AGREEMENT - USA/LOWN January 24, 1989

DATE OF	RECORDS OF
GRANTOR INSTRUMENT	COUNTY STATE BOOK PAGE
	Klamath Oregon 77 12637
LINDA L. LOWN, husband	
and wife 01-25-79	Klamath Oregon 79 2194
03-04-80	Klamath Oregon 80 4352
00.1	
92-11-81	Klamath Oregon 81 2498

DANIEL E. LOWN

STATE OF OREGON: COUNTY OF KLAMATH:

SS.

Filed for record at request of Aspen Title Co. the 20th day of July A.D., 19 89 at 11:17 o'clock A.M., and duly recorded in Vol. M89

of Mortgages on Page 13234

FEE \$38.00

By County Clerk

Return: A.T.C.