

COUNTY CLERK OF KANSAS COUNTY, GEORGE

RECORDED TO THE OFFICIAL BOOK NUMBER ON THIS IN THE OFFICE OF THE
TOL 31 AND THE 21 OF TOL 30 OF BOWENSON PARK IN THE CITY OF CHICAGO

which and described land therein is not subject, used for agricultural purposes or other purposes

KANSAS

whereas to insure the following described property situated in the State of Kansas (County) of
NOW THEREFORE in consideration of the sum of \$100.00 Dollars, money of lawful currency and
pay the Government hereinto to \$100.00 \$100.00

And the Government also assigns the ownership of any interest therein or therein which may be assigned to the Government
to secure the Government against loss under its insurance contract by reason of any default by Borrower
the note or other to the Government (hereinafter referred to as the note) and such other sums as may be required to pay the
principal balance of the note; and when the note is paid in full, the Government shall not be bound to pay the balance of
the Government or in the event the Government should receive the principal balance of the note, the Government
and it is the intent of the Government that, unless otherwise provided in a later note, the note shall be paid in full
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 there-
from, 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 there-
in all of which are herein called "the property" \$30.00 \$100.00

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern-
ment 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, including any provision for the payment of
insurance or other charge, (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 endorsement 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 expendi-
tures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agree-
ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein
and made a part hereof, which has been executed by Borrower in witness whereof the Government has hereunto set its hand and seal of office

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the
property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatso-
ever, 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 harm-
less 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 Govern-
ment, as collection agent for the holder.

(2) To pay 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,
including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Bor-
rower 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.

(5) 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 pay-
able 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 Govern-
ment determines.

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

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(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(21) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, or (c) 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 laws.

(22) 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.

(23) 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.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law; and collected, 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, 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 stated above.)

(25) Upon the final payment of all indebtedness hereby secured, and the performance and discharge of each and every condition, agreement, and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at Borrower's above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, 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.

(10) This instrument shall constitute a lien in favor of the Government on the property described in the foregoing description and shall be a first lien in priority to all other liens on the property.

WITNESS the hand(s) of Borrower this 1st day of August, 1989.

Lloyd William Jones
LLOYD WILLIAM JONES
Mary Elizabeth Jones
MARY ELIZABETH JONES
Return to: Farmer Home Admin.
2455 Patterson
Klamath Falls, Oregon 97603

(14) The Government will (a) exercise its right of first refusal to purchase the property at the price offered by the third party or (b) if the third party is not a bona fide purchaser, the Government will purchase the property at the price offered by the third party.

(13) The Government will exercise its right of first refusal to purchase the property at the price offered by the third party or (b) if the third party is not a bona fide purchaser, the Government will purchase the property at the price offered by the third party.

ACKNOWLEDGMENT

STATE OF OREGON: COUNTY OF Klamath. I, the undersigned, being the clerk of the County of Klamath, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in my office.

On this 1st day of August, 1989, personally appeared the above named Lloyd William Jones and Mary Elizabeth Jones of the County of Klamath, State of Oregon, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me

Debra Buckingham
Debra Buckingham
Notary Public

My Commission expires 12-19-92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 2nd day of Aug. A.D., 19 89 at 10:25 o'clock AM., and duly recorded in Vol. M89 of Mortgages on Page 14223

Evelyn Biehn - County Clerk
By *Debra Buckingham*

FEE \$23.00