=

mentary agreement (Whiether before or after default), including but not limited to costs of evidence of title to and survey (Ref. 1) e. Solphie, costs of recording this and other instruments attendors less fractes, tees court costs, and expenses of tour Limit of Conveying tibe C. Less and expenses of Low Limit of 471-1 for and THIS MORTGAGE is made andientered into by

(11). To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the ner CIRCLE FIVE RANCH, LINC, WHAN Oregon Corporation and Maheir

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

the Constitution of the security covereKEWWALHor, without the written consent of the Co. Connty, Otegon, must be described and not to abandon the property, or cause of permit waste lessening of unfidential of the security covereKEWWALHor, without the written consent of the Co. County, Otegon, must be lessening of the land of the security covereKEWWALHor, without the written consent of the Co. County, Otegon, must be lessening of the land of the l the Constitution time to time may breache and not to anondor the actices and farm and home man 976231 plans as a good and institution from the Constitution from the Constitutio

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture; whose mailing address is 11/2455 Patterson (State) Suite like Consument and at his Oregon 97603

quinand wKLiamath Fallson balments 10 CHATEREY 8 2800 Homes as horiences as after constituent, ar substitues particularly hauters as authorised in *** ASSESSMENT STATES OF THE PROPERTY OF THE P AS ESSENCED TO THE CONTRACT SERVICE SE XXXXXXXIII XXX PAR AREA PROPERTY AND AREA FOR AR

by Borrower to IDafevating Hettamentand at the place decimal Linana Wataritha Date if he secured hereby No advances required that the content of the noteness described by this instrument, with interest shall be mimediately due and payable (5) All a Jannar & 178 (1780) ent, including advances for pay Januar & 18 (4/5000 for liens, to addition to any

for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the ingless interest rate. rower when due, as well as any costs and expenses for the preservation, protection, or enfercement of this lien, as advances including advances for payment of prior and/or junior liens, required helein to be paid by Borrower and not paid by Bor-Whether or not the note is insured by the Government, the Government may at any time pay any other amounts by Back

1220 **Х 2 пох настем на техбох хівністі на комперсите на простительних простительних** the 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;

Will 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 credition subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a and any amounts due under any Shared Appreciation Agreement/Recapture, Agreement, entered into pursuant to 7 U.S.C. 2001. specient from the agreement in the agreement of the agreement of

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 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 the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at 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 Governsuch personal property, now or later affected thereto or reasonably necessary to the Kramathr, including, but not limited to ment, the following property, situated in the State of Oregon, County (ies) of together with an rights (mending the right to ninung products, gravel, one gas, comproduct muserals), interests, casements becedicaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income there is a compression of the contraction of the contractio

FmHA 427-1 OR (Rev. 7-89)

FrailA 427-1 OR (Roy 2-89)

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 therepfrom (including any Government payments contingent on an agreement to restrict the use of the land), all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, girrigation 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; manure handling systems; livestock 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 certificates, water permits, water allouments, 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" and the property into the Government and its assigns forever in fee simple.

cabific IN ADDITION to its other rights, the Government is hereby granted a security interest in the above-described property pursuant to ORS 79:1010-179.5070. C.Z.C. \$1430a and any amounts due made any Shared Above and Appendix the

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:

and save charmless 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 or prome virining that the following the first prome virining that the following the first prome virining that the following the first prome following the following the

the Farmers Home Administrational to Bottower, and the Consument at any time way assets the ware the manual taxes,

assessments; insurance premiums and other charges upon the mortgaged premises hor you will be account to the property of the mortgaged premises hor you will be account to the property of the

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 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.

(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 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 Oregon 97603

States 1(8) at: To keep the property insured as required by and under insurance policies approved by the Government and, at its brednestilto delineusney bolicies to the Concinuent America, sering through the Farmers Horac Autopustation United

address (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.

C(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 on 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 Eoun Entity 452-1 OK

USDA-FuHA 11383



(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, out the written consent of the Government. including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured 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. All rents, profits, and income, including any amounts arising out of an agreement by which the Borrower substantially reduces its use of the property in return for any approprie are keeply assigned to the Covernment for the property and the same appropries are keeply assigned to the Covernment for the property assigned to the property assigned t any-amounts-arising out of an agreement by which the Borrower substantially reduces its use of the property in return for payments, are hereby assigned to the Government for the purpose of discharging the debt hereby secured. Permission is hereby given to the Borrower, so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the borrower's agreement with Flatmers Home. Administration and the applicable regulations.

(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.

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

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance; (c) extend or defer the maturity of, mortgage by an amount equal to deferred interest on the outstanding principal balance; (c) extend or defer the maturity of, mortgage by an amount equal to deferred interest on the outstanding principal balance; (c) extend or defer the maturity of, mortgage by an anount equal to deferred interest on the outstanding principal balance; (c) extend or defer the maturity of, mortgage by this construction in the payment solve in the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) 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 unless the Government. Any and all this can and will be done without affecting the lien or the priority of this instrument unless the Government and all this can and will be done without affecting the lien or the priority of this instrument unless the Government and all this can and will be done without affecting the lien or the priority of this instrument unless the Government and all this can and will be done without affecting the lien or the priority of this instrument unless the Government and all this can and will be done without affecting the lien or the priority of this instrument unless the Government and all this can and will be done without affecting the lien or the priority of this instrument unless the Government and all this can and will be done without affecting the lien or the priority of this instrument and the lien or the priority of this lien or the government and the lien or th

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

(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 insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may insolvent, or make an another amount unpaid under the note and any indebtedness to the Government hereby secured immediately the creditors of Borrower incur and new reasonable expenses for reasonable expenses for reasonable expenses for reasonable expenses. (a) deciare 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 present or future law.

CONV. (48) 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 be so paid, (e) the debt evidenced by the note and all indebtedness of the Government's option any other indebtedness of and remedies provided herein or by present or future law. be so paid, (c) the dept 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's and (f) any balance to Borrower. At foreclosure or other sale of all or any borrower 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 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 which the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby training the converse all rights, incheate or consumpted of descent dower-and curtes.

relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

reinquisnes, 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 reint 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 make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower dwelling relating to race; color, religion; sex, or national origin. (a) If IVIDIA (b) IVIDIA (c) IVI

(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 product an agricultural complodity, 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 Vregulations not inconsistent with the express provisions hereof.

BA (23) Notices given fierquinder 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, until some other address, is designated in a notice so given, in the case of the Government to Farmers Home administration. By United States Department of Agriculture, at the mailing address mentioned above, and in the case of Borrower at the address Boyon 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.

	214			Mark Comp		14.50	٠			3.17	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17:35	de la		4.0		30,745	118.531		West of the	17000	1 2 1	14.0	400.00	~ 1
	347.00		17 5		1000				100		7.1		17:33				10代达	1(1) 5	1 2	5 - Vita	1 176	915. 7	30.16	3	: ¥
19.5		走行 告诉	et cur	rship c	ii cot	hors	nou		3-00	10.45						* 1	A - 1		S 50.	1.1	51.23 (2	· •	•
		- to	arino		~ ~ ~	16500						78194	0.00		and Charles	634.		grant S		2.数点净.		t Marin			200
	1965 64	1000		1 - 4 - 4 - 4	- C 1	11. 11. 1	5.545						100		400		1.19	100		100					***
	400						经科学	16.00		14.0	1.315.47							100		1	16.5	2013		u.	
	Ý.				14. Av							- g	G.0	Ĺ	77.	1110	τλ						219 } € 10 19 j	à ∂C	
Εì	(ECI	TEC	this			18	th					- q	te o	Ĺ	715	inu s	γrλ							u.	
Εì	(ECI	TEL	this			18	th					- qı	ie o			200								ູ່ອເ)

date of ____January

Partnership or Corporation

Individual(s)

90

CINCTE: LIAS provided to be severable provisions hereof are declared to be severable If any provision of this instrument or application hereof to any person or chounstances is held invald, such the invald such that the invald such that the invald in a the invald in a the invald of the invald the invald in a the invald in whe mailing address mentioned above and in the east of Bostower at the address from binance. Otice records (which normally will be the same as the post otice By By: Attest college with the cycles of the control province here in a control person A in opinies, shall be subject to the present regulations of the Farmers Home Administration, and to its justice he sed to 3 a pure contents and selection of wellands by this instrument will be in default should any loan proceeds be sed to 3 a pure contents of wellands to proceed to 3 a pure contents of wellands to proceed to 3 a pure contents of wellands to brospeta cycletters. Temple to the partition of the partition terruThe foregoing instrument was acknowledged before, me this a distribution of the foregoing instrument was acknowledged before, me this act the penetral of the foregoing instrument of the foregoing instrument was acknowledged before, me this act the penetral of the foregoing instrument was acknowledged before, me this act the penetral of the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, me this act the foregoing instrument was acknowledged before, and the foregoing instrument was acknowledged before account to the foregoing instrument was account to the foregoing instrument with the foregoing instrument was account to the foregoing in the fore _day of : which the Government unit by regulation impose, in (Names of hersons acknowledging); change, as a condition of approxime a limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions tion [Notath Rev] mestered of exemption of the property (Oxpromating manners are an according a refriciency judgment of limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other conditions. otary Seathand agrees that the Government will not be bound Notary Laplic of and for the State of Oregon, for valueof the purchase price by crediting such amount on any dim's Commission exbites - order prescribed above. part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's shale CONNIACOL The proceeds of foreclosure saless (it be applied in the following order to the government of: (a) costs and expenses to the Covernment of: (a) costs and expenses be so paid, (c) the debt evidenced by the node and all indeptedness to the Covernment secured hereby, (d) inferior liens of feeded required by law or a comprehenced from the covernment's option, any other indeptedness of Borrower owing to of insured by WCKNOAREDGMENL. LOS M. LAYLNEESHID re-losars or other sale of all or say next of the nroperty, the Covernment and its accents may bid and purchase as a stranger and may now the Government's shate evid The totaloging instrument was acknowledged petore in this and the cases, and the cases, (d) Inteclose this instrument as provided herein or by law, and (e) enforce any and all other rights (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately, the and paya (Names, of acquionfequia, but mers) from india and pay reconsit/Name, of but using the property (c) clipch penalted by it and production of this instrument abatteriship of property (c) clipch penalted by it and production of this instrument abateriship of the property of the proper this [Notark Real], should any one of the parties named as Borrower the 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 insolvent, or make an assignment for the benefit of creditors, the Government harshy secured immediately SHOULD DEFAULT occur in the performance or disch Notary Laplic of and for the State of Oregon and the shall constitute default hereunder. or insured by the Government and executed or assumed bWN Commission exbites (16) Default hereunder shall constitute default under any other real estate or erop or chartet security instrument held CONNLY, Object at any irrement.

Enveroment that Borrower may be able to obtain a fram from a production connection and in the cooperative or private credit cource, at reasonable rates and terms for loans for similar purposes and periods of tyne, Borrower will, uppn the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to hay for any stock naces at the purchased in a cooperative lending aga, CKNOM TED CMENT. Both. Tother in security instrument held my each right or remedy Light of temedy under this instrument of otherwise afforded by apply for the temedy under this instrument was acknowledged before me this of the 18 thunes what day of a January broduct the countries for the foregoing instrument was acknowledged before me this of the 18 thunes what day of a January broduct the countries of the c 10.900 the broad state of the corporation of the properties of the corporation of the cor (13) More describing the Government and its agents mnotate. In proceeding the Covernment and its agents mnotate. In the constitution of the covernment may applement may supplement and come of the constitution of the constituti p) weisone min MULTA, I.C. 19 reb5 assigned to the Government for the purpose of discharging the debt hereby secured. Permission is needed to the Borrower, so lone as no default exists hereunder to collect such rents, profits and income for use in a configuration, the Erroyistons of the borrower's agreement McCommission exbites 3/14/a3 ECTIONSINE SUL of an agreement by which the Borrower substantially reduces its use of the property in return for Section 18 to 25 assigned to the Government for the purpose of discharging the data haraba regimed. Such e Descriptions of the Government, and Government state and such as an analysis and satisfaction, and no susared consents. The Copy in the Government and consents of partial releases, subordinations, and satisfaction, and income, mending the shall relate the profits, and income, mending the shall relate the profits, and income, mending the shall relate the profits and income, mending the shall relate the profits in return for the figure and of an agreement by which the Borrower substantially reduces its use of the property in return for (12) Except-us otherwise provided in the Farmers Home Administration regulations, neither the property non-univ providental of inverse therein shall be leased, assigned, seld, francierted, or encumbered, voluntarily or otherwise, while but be Okt neith, or the Covernment. The Government shall have the sole and exclusive rights as mortgagee hereunder.

PARCEL 8: All in Township 39 South, Range 15 East of the Wilamette Meridian.

Section 3: Lots 3 and 4 (NYNW) and SWANNA

Section W. Lots 1, 2, 13 & 4 (Nan), SWANA, SELUE, SEL OS MINEROT MELLE

Section 5: Wy, NF4

Section 6: SFKSWK, SKSEK, NEKSEK, SEKNEG

Section 9: NEWNEY

Section to Various, Guadara Section to the Section rangue, invested Section 23 _ 12, 2242. EXCEPTING THEREFROM that portion of Sections 5 and 6, Township hi South, Range 1h East of the Willamette Meridian, of the above described property, conveyed to Johnson Stock Company, an Oregon corporation, by deed recorded October 7, 1952 in Deed Vol. 257, page 167, records of Klamath County, Oregon;

ALSO FURTHER EXCEPTING that portion of said Sections 5 and 6, Township hi South House Range 14 East of the Willamette Meridian, as set forth in deed to W. D. Campbell, et ux., by deed recorded December 10, 1945 in Deed Vol. 183, page 7, records of Mukwa , ka Arasa a arasa ara madana

EXCEPTING a 3 acre tract described as follows: Sector, and a sector of the sector of t

Reginning at the Northwest corner of SEL of Section 5, Township hi South, Range li East of the Willamette Meridian; thence South 1 chain, more or less, to the center of County Road running Easterly; thence East and South 20 Chains; thence North to a point due East of the point of beginning; thence West to the point of beginning;

Similar Strandock FURTHER EXCEPTING from said Sections 5 and 6, Township 41 South, Range 14 East of the Willamette Meridian, that portion conveyed to Charles W. Kilgore, et al., by deed recorded June 8, 1953 in Deed Vol. 261, page 247, records of Klamath

All of the NW4 of the SE4 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, lying North of the centerline of the Old Grohs Ranch Road, but excluding all of that portion of said NVk of the SF% of Section 5 lying North of the Road where it has been relocated in part, it being the intention of the parties that said Grobs Ranch Road as originally established and still apparent on the ground, including the disused portions thereof, shall be the South boundary of this parcel;

ALSO EXCEPTING THEREFROM that portion conveyed to Johnson Stock Co., an Oregon corporation, by deed recorded March 29, 1954 in Deed Vol. 266, page 186, records of Klamath County, Oregon, as follows:

lose I, Signa, North 678 foet of Walth and the portland of Later That portion of the WasWase of Section 5, Township, 41 South, Range 14 East of the Willamette Meridian, described as follows:

Starting at the Southwest corner of the FisWasEk of said Section 5; thence soul North along the boundary line between the Wa and the Es of said SWASE's of Section 5 for a distance of 150 feet; thence West and parallel with the South boundary of Section 5 a distance of 50 feet; thence South 150 feet to said South boundary of Section 5; thence East 50 feet along said South boundary of Section 5 to the place of beginning;

3027	
DECORT	(continued)
All of the following described property	Strengt introduce of themse 3028
PARCEL 1: All in Township 39 South. Rer	ge 12 East of the Willamette Meridian.
Section 13: ESEL	Annual Marian (1997)
Section 23: FL PLAT. " " TOWE, NWESTE	Tartion 9: URANA
Section 26: NEW, NEWWY, NEWS of the new Section 36: Fr. E.W. 2000 Control of the section 36: Fr. E.W. 2000 Control of t	FROMFICIAL PARTERS AND PORTION OF BROKEONS IN PRINT OF THE RESTROY TO A TOWN THE RESTROY TO A TOWN TO THE PRINT OF THE PRI
PARCEL 2: All in Township 39 South Page	2 9182 Dodottyper todd carecon
Section 19: NEWSE', Wase', Was, SWANE', Section 30: Wa, Wane's, NWASE'	The 13 Fast of the Willamette Meridian. The 13 Fast of the Willamette Meridian. The State of the Willamette Meridian. The State of the Willamette Meridian. The State of t
PARCEL 3: "VAIL in Township 40' South, Rang	e'13 Fast or the Willamette Meridian.
and two town lots mentioned in	ess 3 acres formerly reserved for school ideed recorded in Vol. 13 at page 325
PARCEL 4: All in Township 40 South Por	d.pog@Popgovilana.ci
Section 30: E's, E'sW's, Lots 3 and 4 Section 31: 5411	and South of County Road
All in Township 41 South, Range 14 East of	All of the Willowette Meridian, lying Section C. All of the Willowette Meridian, lying Sectioning all of the Section of the Se
Section 5 BELSEL WINESET all no thereagn if	in part, the description of the state of the
Horned in the later of the late	

ALCO EXCLUSION THEREFORM THE PORTION CONVEYED Delucion Shock Co. . on Organia FARCEL 6:95All in Township 41-South; Range 13 East of the Willamette Meridian. Inserve of the ata Coursy, Deckon, as Pollows:

Section 1: Lots 1, SinE's, North 678 feet of NisEs, and the portions of Lots 2 and 3 lying Southeasterly of the Langell, Valley Irrigation District Fret of the Willedge Meridian, described as follows:

Section 32: 18 StawkinsWispicat , took Do no sometable to motion to comment the Section 34:22 W_SWG, SPGSWG 1 Of deed gonedber landed to Westerd down beed of Country of section 3 to the place of pertuitors

EXCEPTING THEREFROM that __rtion of the EMEL of Section : . Township 39 South, Range 12 East of the Willamette Meridian conveyed to Eugene W. Wilkinson by deed recorded April 26, 1906, in Deed Vol. 20, page 62, records of Klemath County, Oregon;

EXCEPTING THEREFROM a certain tract set forth in deed recorded in Deed Vol. 7, page 30, records of Klamath County, Oregon, and being one acre tract conveyed to the Baptist Chruch in Section 36, Township 39 South, Range 12 East of W.M.

EXCEPTING THEREFROM those portions conveyed to Klamath County by instrument recorded October 3, 1952 in Deed Vol. 257, page 133, records of Klamath County Oregon, being in Sections 31 and 32, Township 40 South, Range 14 East of W.M.

PARCEL 9: All in Township 38 South, Range 15 East of the Willamette Meridian.

SELSE Section 32: SE'4SE'4 Section 33:

PARCEL 10: All in Township 39 South, Range 15 East of the Willamette Meridian.

Section 3: W2SW4

Section 4: Lots 2 and 3, SWWNEW, SEGNWWW, and SWW

Section 9: NWWNEY and NEWNWY

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted a rightof-way thereon for ditches or canals constructed by the authority of the United States. Act of August 20, 1890, 26 Stat. 391; 43 U.S.C. 945.

PARCEL 11: All in Township 39 South, Range 14 East of the Willamette Meridian.

SEKNWE Section 16: Section 12: SWYSEY

NWANE'A, E'2NWA Section 13:

PARCEL 12: All in Township 38 South, Range 15 East of the Willamette Meridian.

Section 6: ElsSWk, WissEk, ElsSWk

Section 7: Whenek, Nhanwh

EXCLUDING THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land situatedmin Lot 4 of Section 31, Township 39 South, Range 13, East of the Willamette Meridian, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 4, in Section 31, thence West along the South line of said Section 31, 400 feet, thence North to the Southerly right of way line of Gerber Road, thence Northerly along said Southerly Right of Way to the East line of Lot 4, thence South along said East line to the point of beginning. 5 acres plus or minus.

FORM APPROVED OMB NO. 0575-0133

FmHA Instruction 1951-S Exhibit D to Subpart S

SHARED APPRECIATION AGREEMENT

editionally considering the besunited STATES; OF AMERICA acting through the This Agreement is entered into between Agriculture, (herein called FmHA), and Circle Five Louis E. and Marian A. Randal (called "Borrower") on January 18, 1992nd expires of anch, Inc. January 18, 2000 (maximum term of ten (10) years) tion and the second of the second of

Borrower is indebted to FmHA for loan(s) as evidenced by the note(s) described octor value of the property successfully founds) \$1,241,000.00

Principal Amount (a) aso Interest Rate angoin Due Date Date SEE CONTINUATION SHEET

18.88. 2003 mino-2 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 these notes. and the unpaid interest balance was \$ 360.447.22 These note(s) were modified by the following note(s) which are attached to note(s) described above

(Date Principal Amount) THE THE TAX TO STATE OF THE TRANSPORT OF Interest Rate Due Date 88 1/02/2000 1/02/90 \$ 12,182.17 38 1/02/2000

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

Date of Security Records of Book or Grantor Instrument County State Ree1 Circle Five Ranch, Inc. 8/2/77 Klamath Oregon Louis E. Randall ReRecorded 8/11/77 Klamath Oregon M77 146U2 Marian 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:

- 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.
- 2. 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 reporting burden for this coneculor of information is estimated to average 5 minutes per response, including the time for feviewing 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.

CIVORETA MICE omnaio, arra-oraș

FmHA Instruction 1951-5ml Exhibit D to Subpart Sx3 Page 2

SHARED ATERICIATION AGERTHENT

The amount of recapture by FmHA will be based on the difference between the value of the security at the time of disposal or cessation by Borrower of value of the security at the cime of disposar of the security at the time of his Agreement is entered to the security at the time of the security at the s into. **If the borrower violates the term#of this agreement FmHA will liquidate and

norrewer is independ to finds for dead(s) as syldenced by the mone(s) disspilied Market value of the property securing loan(s) § 1,241,000.00 CHOLON

Net recovery value of property securing loan(s) \$ 234,343.00

Amount of write-down \$942,644.87 Pagine rocercocamos en io-alist ode do voca

LIVOUR BOOK (2) 9 JOH WINTED STATES OF AMERICA Amount of Account Equity | \$ 0 NATE 10 | D) Equi set , nybbently concled

CIRCLE FIVE RANCH, INC 103 Selection of blagger and hon-BY:

Sni vd bailibom syak BY: ROBERT K. HAASE 218

(Farmers Home Administration)

UNITED STATES DEPARTMENT OF AGRICULTURE 12,182.17 1.000 / 10 P

RION A. RANDALL

The neters; described above are sequed by the the Comparison

Book EBORAH R. KNESS

Rocards of 27802 Status2 epablicate and In

eligiosz la ogen Liebnoning recti-

TUME:

3.24.47

newsorded Wil/Francis Diegon Clarical Sylia of St. retan At Printeres to rout to consideration of, PallA aciting down the shows ascepts and instructoring the loan, Borrower, agrees to pay PmHA an amplight according to provot that fallowing payment webedules

serenty five (75) persons of any positive appresidation in the nauly f walus of the property shoulding than as described in the above. earns in the institution of the data of this Agreement and multiply duly naproduce of todas Agreeques of the date the Borrower pays tillings in folly ceases larging or transfers while of the security of anonigned cerure four (a) years or lass from the dioce this Agreement

7 Fifty (70) percent of any positive approximate the market white of the roper) need to the ton above as described in the security; dentaging on the factor bar suspense and to the sat magnist strength; ontern; this Attedrance of the data Bottoner pays the loan in full interes the or transcribe crains secutive. If anon event occurs alon constant one belong the expiration date of this Agreement

The property of the property o

ITEM 1:

<u>Datë</u> :	Principal Amount Interest Rate Due Date
8/2/77 3/6/85	\$ 68,000.00 (Reamortized)
	3 10,928.26 3 8/2/84 3/6/7/202
8/2/77 3/6/85	\$927,000.00 (Reamortized)
	8% 3/6/2017

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Farmers Home Administration the 14th day of Mortgages on Page 3023

FEE \$53.00

Evelyn Biehn County Clerk
By Multipless County Clerk

Return: Farmers Home Administration 2455 Patterson St. #1 Klamath Falls, Or. 97603