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USDA-FmHA Form FmHA 427-7 OR (Rev. 5-88)

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residing in Klamath	in der Bereitstere gestätigte das gelichtete. ASANASSEN date ein derte stattete	
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called "Borrower" and the Edward Hamman	, Oregon	, as grantor(s), herein
called "Borrower," and the Farmers Home Administration	tion; United States Department of Ag	iculture, acting through the
State Director of the Farmers Home Administration for t	he State of Oregon whose post office ad	dram in 2455 Patterson
<ul> <li>[1] The transfer of the control of the policy of the policy of the control of the c</li></ul>	The same of the same of the same and	uless is
Suite 1, Klamath Falls , Oregon	1 97603 as trustee herein calle	d "Trustee" and the United
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WILENEAS BUILDWEL IS INDEDICED IN THE COVERNM	ent ac evidenced by and as moss	land and the state of the state
agreement(s), herein called "note," which has been execu	ted by Borrower, is payable to the order	of the Government, author-
izes acceleration of the entire indebtedness at the option as follows:	of the Government upon any default b	y Borrower, and is described
as follows: pa Boutone ver ich in auf saent und state auf state in proteste in grein und state in proteste in grein und state in grein und grein und state in grein und grein und grein und grein und grein	(ABSCIO.FLAMA 195 bromby bill.com	ত ১৯৩০ চন্দ্ৰত প্ৰায় হ' <del>মুদ্ৰায় ১</del>
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조선하렴들은 이 사람들이 있는 사용의 불편되었다. 기사음학생 등 교육을 유럽되었습니다.		* ** * * * * * * * * * * * * * * * * *
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And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

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 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), Borrower hereby grants, bargains, sell, conveys, warrants and mortgages to Trustee the following described property situated in the State of Oregon, County(ies) of

which said described real property is not currently used for agricultural, timber or grazing purposes:

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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 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 any part thereof or interest therein-all of which are herein called "the property";

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 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, 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 expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein भक्ष ३५ हरू

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 whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS

- 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.
- To pay the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- 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.
- 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
- (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 Govern-
  - To use the loan evidenced by the note solely for purposes authorized by the Government.

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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 against the property, including an 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

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at demand receipts evidencing such payments.

(9) To maintain improvements in good repair and make repairs required by the Government; and not to abandon the its request, to deliver such policies to the Government. property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent property, or cause or permit waste, ressering or impairment or the security covered nereoy, 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 deposite numbers. 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 enforcment of or the compliance with the provisions hereof and of the note and any suppleand priority neteor and to the emotionent of the compliance with the provisions neteor and of the note and any supplied mentary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of 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 ad-

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any vertising, selling, and conveying the property. portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, withportion thereof of interest therein shall be leased, assigned, sold, transferred, of encompored, voluntary of other was, white out the written consent of the Government. The Government shall have the sole and exclusive rights, as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no 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 cov-

enants 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 evidenced by the note or any indeptedness to the Government, (c) release portions of the property and subordinate liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien and the the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrowers will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any rower, win, upon the Government's request, apply for any stock necessary to be purchased in a cooperative lending agency in con-indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in con-

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

other security instrument shall constitute default hereunder. (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Governmanted as notified by declared a continuous of an insorvent, of make an assignment for all others of creations, and other ment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedment are under the note and any indebtedment of the note and any indeb 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, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(18) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from property as provided by law, for easily of section at the time and place appointed for such sale and correction made time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such opinon may conduct such sale without denig personally present, alrough trustee's delegate authorized by Trustee's execution of a conveyance of the property or any part thereof to any purchaser purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate authorized by Trustee's delegate authorize

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses gate duly authorized in accordance herewith. 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 so paid, (c) the debt evidenced by the note and an indebtedness to the Government secured nereby, (d) interior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful rower owing to or insured by the Government may pay its share of the purchase bidder at foreclosure or other sale of all or any part of the property, the Government may pay its 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. above (1) In the law that the Constitution will be between the six is used 1285 - NY phants and agreed explained in this instrument the compiled with an inserted instrument and distributed with an inserted framework and the relative to the product of an this lieb under the combinative to the agreed of the combinative to the combinati

(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 beautiful to prescribing any other statute of limitations of (a) limiting the conditions which the Covernment may be regular. 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 the dwelling of the dwelling the called the Country of the dwelling of the called the ca 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 make unavailable of delly the dwening to anyone because of face, color, rengion, sex of 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, 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 States Department of Agriculture, Portland, Oregon 97204 and in the case of Borrower at the address shown in the 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 phove)

(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 every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government every condition, agreement and deliver to Borrower at Borrower's above post office address a deed of reconveyance of shall request trustee to execute and deliver to Borrower and Borrower hereby waives the herefits of all laws rethe 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.

Return: A.T.C.

(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. स्वत्राम् वर्षेत्रम् द्रमारम् स्वत्रम् स्वत्रम् । स्वत्रम् वर्षेत्रम् । स्वत्रम् वर्षे

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