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promissory notes(s), assumption agreement(s), shared appreciation agreement(s), buyout- agreement(s), or interest credit recapture agreement(s), herein called "note", which has been executed or assumed by the Borrower; and

ROBERT K. HAASE WHEREAS, as to security viforo the prepayment of the indebtedness evidenced by said note and any renewals and extensions thereof and any agreements contained therein:the Covernment the following described real estate mortgage(s) or deed(s) of trust, herein called "security instrument", executed or Borrower and recorded in the Mortgage Records of assumed by the the \_, State of Oregon

dismain. 'o wit: 19 93 - personally TedoJet Surper. bns Date of . Gallagher altove naged Security ((A) Date of NY ad Oolume of an a <sub>D</sub>,Page Recording Instrument Recording Book No. Number Instrument No. 11/15/77 M. H. 11/15/77 M7.7 22267 N/A STOTES 07/03/85 11/06/85 M85 very aller

A District WHEREAS, bthen bonrower, shas requested that outher Bovernment restructure the payment terms or amount due under the note; and

My Commission Expers: 3/17/97 WHEREAS, the Government is willing to restructure, reamortize or extend the repayment terms or the amount of the existing indebtedness as authorized under Subparts G or S of 7 CFR 1951 or Subparts A or C of 7 CFR 1965.

NOW, THEREFORE, the parties, for themselves, their heirs, executors, administrators, and assigns, hereby mutually agree that the time provided and the security instrument for payment of the sum assigns and accordance of the security of the secured thereby, the rate of on dinterestation, the indebtedness secured thereby, or the amount of es indebtedness secured, thereby is modified as described below, to wit:

and deed of the United States of America, for the uses and Date of Restructured Note of Aprincipal Amount Annual Rate Due Date of Final Restructed Assumption Agreement AND Now Secured of Interest Installment 808 ark 2014 to and (or the constant of the co 10/25/93 5.00%

My Commission Expires: 3/17/97

10/25/2008

Return: FmHA attn: Karon Boyles 2455 parteuso city 97603

indebtedness with interest in case of the non-fulfullment of this agreement, and the Borrower hereby covenants and agrees that Aggreement, and the porrower nereby covenants and agrees that the TBOTTOWER will perform and observe to covenants and conditions of the said security instrument as modified, and that the Borrower will pay the property of the said interest security? thereby when due hereunder, boulded betate betate betate. But the said said the said of 

benchive as in merce and of beidunited States of America will Borrower NADINE F. GALLACHER THOMES HOME ADMINISTRATION for vote of the control TO NADINE F. GANLACHER Tames To Subved to Subv Sorrower and to JummyeqTitle J County Supervisores we towned by said interned any enemals and extensions the dovernment granted unto the Government agreement of the STATEMENT GRANT GRANT OF GRANT OF THE STATEMENT OF THE STATEME wing of Oregon

25th day of October
Nadine F. Gallagher
Nadine F. Gallagher
Nadine F. Gallagher On this 25th day of appeared the above named acknowledged the foregoing instrument to be xwist) (her) to the key and acknowledged the foregoing instrument to be xwist) (her) to the key and appearance on your solutions. personally Before me: 1777 Monday to the WALLEY. ABS.

OFFICE SEAL BOSSESSA CHARM MARY RUBL CORRECT 197 Sample 4

A. Chas

My Commission Expires: 3/17/97 TO 931470ma9: STUCLUS OF DILLLIAW Y Commission Expires: 3/17/97

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COUNTY OF Klamath Tolk

and John this Viller day day day of Octobers by Sand 19814930 Persona appeared Robert K. HAASE Trank Known to Vine 2 to be County Supervisor

Department of Agriculture, and the person who executed the foregoing instrument, and acknowledged to me that (he) (she) executed the same as instrument,
the free act and deed of the United States
the free act and deed of the United States
purposes therein mentioned.
Before me:
JAMES TO STATE STATES TO STAT the free act and deed of the United States of America, for the uses and

MY CORMUSSION EXPIRES MAR. 17, 1897

Assumption Agreems Notary Public in and for the State of Oregon

My Commission Expires: 3/17/97

19. 2016 2016

USDA-FmHA GOLDON Form FmHA 1927-1 OR (Rev. 9-92)	e o en us gue e suo man mune shah ka e ho solo an miki rakases, subsadonalena	Position 5 Page 19	marpolyce emports an interest to parometer acordinate the consistence acordinate the consistence acordinate	2956
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residing in Klamath	State Cale and Cale a	Vorcent basers ระบบ รักเมษา	County, Oregon, whose pos	
address is PO Box 30 called "Borrower"	9. Beatty	surve to elember tracere di Localitationne	County, Oregon, whose pos	t office
States Department of Agricu	lture, whose mailing address	ica, acting through the is 2455 Patterson	Farmers Home Administration, St., Suite #1 #1	herein United
agreement(s) or any shared a	is indebted to the Government	ent, as evidenced by one of	St., Suite #1, Klamath F., herein called the "Government," or more promissory note(s) or assum which has been executed by Borrov ness at the option of the Government Due Date of Installment	and:
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(The interest rate for limbe increased as provided in the	House and common of the state o	or limited resource		
thereof pursuant to the Consolidadininistered by the Farmers He And it is the purpose an Government, or in the event the secure payment of the note; but	loan to Borrower, and the Go ated Farm and Rural Development Administration; d intent of this instrument the Government should assign the	on regulations and the note overnment, at any time, mannent Act, or Title V of the Hatt, among other things, at his instrument without	g to an(s) secured by this instrument is  y assign the note and insure the paymousing Act of 1949, or any other statual times when the note is held by	nay lent ltes
And this instrument also s And this instrument also s which may be granted to the Borre ue under any Shared Appreciati NOW THEREFORE, in covent the Government should ass	at to the note and its insurance contract by reasc ecures the recapture of any do ower by the Government pursuon/Recapture Agreement entitled the confideration of the loan(s) and the own this insurance in the confideration of the loan(s) and the confideration of the loa	d such debt shall constitute on of any default by Borrov eferred principal and interestant to 42 U.S.C. §§ 1472 (geted into pursuant to 7 U.S. (a) at all times when the	ant shall not secure payment of the note an indemnity mortgage to secure twer; set or of any interest credit and subsiction 1490a, respectively, or any amoustics.	ote the dy int
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SEE EXHIBIT B

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to ORS 79.1010 - 79.5070. as a fear to see the second of t

IN ADDITION to its other rights, the Government is hereby granted a security interest in the above-described property pursuant

ORS 79.1010 - 79.5070.

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:

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 Government against any toss 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 Home Administration.

older.
(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers

ie 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.

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 (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advance for payment of prior and/or junior liens; required herein to be paid by Borrower and not paid by Borrower when due, as well

advance for payment of prior and/or junior nens; 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 All advances by the Covernment including advance for payment of prior and or paid by Borrower when due, as well advances by the Covernment including advance for payment of prior and or paid by Borrower when due, as well advances by the Covernment including advance for payment of prior and or paid by Borrower when due, as well advances by the Covernment including advance for payment of prior and or paid by Borrower when due, as well advances by the Covernment including advances for payment of prior and or paid by Borrower when due, as well advances by the Covernment including advances for payment of prior and or paid by Borrower when due, as well advances by the Covernment including advances for payment of prior and payment of paym All advances by the Government, including advance for payment of prior and/or junior liens, in addition to any advances (5) All advances by the Government, including advance for payment of prior and/or jumor tiens, in addition to any advances required by the terms of the tode, as described by this instrument, with interest shall be immediately due and payable by Borrower to

required by the terms of the note, as described by this instrument, with interest snatt 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 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 covernant to pay. Any payment made by Borrower may be applied on To use the latest purposes authorized by the Government determines.

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 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 demand receipts evidencing 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.

such policies to the Government.

To maintain improvements in good repair and make repairs required by the Government; operate the property in a good (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 and husbandinannike manner; comply with such farm conservation practices and farm and nome management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security of the Government of the security or cause or permit waste, lessening or impairment of the security of the s from time to time may prescribe; and not to abandon the property, or cause or permit waste, tessening 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 (10) To comply with all laws, ordinances, and regulations affecting the property.

(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 supplementary agreement. priority nereot and to the enforcement of or the comphiance 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 (whether before or after default), including but not limited to costs of evidence of little 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.

(12) Except as otherwise provided in the Farmers Home Administration regulations, neither the property nor any portion thereof (12) Except as otherwise provided in the Farmers Home Administration regulations, neutrerine property for any portion unereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the control or interest therein shall be leased, assigned, sold, transferred, or encumpered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereinunder, 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 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 Farmers 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.

(14) This instrument secures to the Government the repayment of the debt evidenced by the note, including all adjustments, enewals, extensions or modifications in the interest rate, payment terms or balance due on the loan; the payment of all other sums, with interest, advanced under paragraph 4; and the performance or Borrower's covenants and agreements under this instrument and the note. 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, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under 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 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 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 Governments'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 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 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 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 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. 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 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 or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgement 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, national origin, age; handicap, or familial status, 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, national origin, age, handicap, or familial status.

(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 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.

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Continuation of Form FmHA 1927-1 OR; Nadine F. Gallagher

## EXHIBIT A

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01/10/86	(reamortize	d) \$172,14		07/03/1992
10/25/93		\$102,31		01/10/2001
07/03/85	(reamortize	d) \$131,00		10/25/2008
01/10/86		\$131,16		07/03/2025 01/10/2025
11/15/77	(reamortize	d) \$100.000		11/15/2017
06/05/85	(reamortize	d) \$ 65,760		06/05/2017
01/10/86		\$ 63,498	3.40	01/10/2017

## EXHIBIT B

- Parcel 2: The S 1/2 of the SE 1/4 of Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 4: The SE 1/4 Section 31, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 5: The E 1/2 NE 1/4, Section 31 and W 1/2 NW 1/4 Section 32, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 6: Lots 1 and 2; the E 1/2 NW 1/4; and the SW 1/4 NE 1/4 Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 7: The N 1/2 SE 1/4 Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 8: The E 1/2 SE 1/4 and E 1/2 W 1/2 SE 1/4 Section 19, Township 36 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 9: The E 1/2 NE 1/4 and NW 1/4 NE 1/4 Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- Parcel 10: The NE 1/4 SW 1/4 Section 21, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Continuation of Form FmHA 1927-1 OR; Nadine F. Gallagher

- Parcel 11: An eighteen acre tract located in the southwest corner of the northeast quarter of the southwest quarter of Section 21, Township 36 South, Range quarter of Section 21, Township 36 South, Range 12 East of the Willamette Meridian, and more particularly described as follows: Beginning at particularly described as follows: Beginning at the southwest corner of said northeast quarter of the southwest quarter; thence east along the south line thereof 36 rods; thence west to the west line thereof 82 rods; thence west parallel to the south line thereof 36 rods to the west line thereof; thence south along the west line thereof 82 rods to the place of beginning.
  - Parcel 12: The E 1/2 SW 1/4 and Government Lots 3 and 4, Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon and Government Lot 1, Section 31, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
  - Parcel 13: The SE 1/4 Section 25, the NE 1/4 Section 36, all in Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon
  - Parcel 14: The E 1/2 SE 1/4 Section 36, Township 36 South,
    Range 11 East of the Willamette Meridian, Klamath
    County, Oregon.

"The above is the same property recorded in Mortgage Records of said county in Volume M77, page 22267, and Volume M85, Page 18123, Microfilm Records of Klamath County, Oregon.

This mortgage is also given to further secure the obligations secured by hereinbefore described mortgages to the Government, which mortgages shall remain in full force and effect."

TOGETHER WITH State of Oregon Permit #6-10731.

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STATE OF OREGON: COUNTY	OF KLAMAI II. 33.	원생님, 기가 있는 것이 없는 것이 없는 것이 없는데 없다.	김 동시들의 되지 않는 그는 선물 네	Ant.
			· the	<u>9th</u> day
지근하다 하나 하나 얼마를 받는데 하는 사람	Mountai D., 19 <u>93</u> at <u>10:2</u> 4	n Title Co	1 July recorded in V	ol. <u>M93</u> ,
Filed for record at request of	02 10:24	o'clockA_M., a	and duly recorded in	
Nov. A.I	)., 19 <u>93</u> at	on Page _2	9564	경우는 회사다고 가입하셨다.
ofof	Mortgages		County Clerk	
경기에게 되었다고 그렇게 얼마나 하다 했다.		Evelyn Biehn	en Much	dere

FEE \$45.00

Evelyn B<u>i</u>ehn

\$10.00

Fee.

Page \_\_

County Clerk By Druline Mullender

29572

Deputy.