

L-IV 183-2259

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ON EIGHTH FLOOR OF FPG CONVENTION CENTER AT KITTYWILK OCEANFRONT, OREGON.
ROCK IS 10' ABOVE ADDITION ACCORDING TO FPG CONVENTION FLOOR PLAN.
FLOOR IS 8' HIGH. ROCK IS 10' ABOVE ADDITION ACCORDING TO FPG CONVENTION FLOOR PLAN.
WALLS ARE 10' HIGH.

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, in 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 condition contained herein or in supplementary agreement, the provisions of which are incorporated in this instrument, and made a part hereof.

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 AND AGREES** as follows:

(1) To pay promptly when due any indebtedness to the Government less the Government against any loss under its notes at all times when the notes are due.

(4) Whether or not the note is insured by the Government, the Government to make additional monthly payments of 1/12 of the estimated annual taxes, including advances for payment of prior and/or 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 require additional monthly payments of 1/12 of the estimated annual taxes, 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 require additional monthly payments of 1/12 of the estimated annual taxes, insurance premiums and other charges upon the mortgaged premises.

(5) All advances by the Government, including advances required by the terms of this note.

(5) All advances by the Government, including advances for payment of expenses for the preservation, protection, or enforcement of this lien, as advances required by the terms of the note as determined by the Commissioner of Internal Revenue, shall bear interest at the rate borne by the note which has the highest interest rate.

the highest interest, including advances for payment of prior and/or junior liens; in addition to any advance by Borrower to the Government without demand at the place designated in the latest note and shall be secured by No such advance by the Government shall relieve Borrower from breach of Borrower's contract with the Government determines.

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

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1979-1980 Catalogue 100

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10. The following table shows the number of hours worked by each employee.

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THE GAZETTE OF INDIA

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SERVICE OF OBSERVERS: COMMISSION

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(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 with demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government, to deliver such policies to the Government without its request, to maintain such such such payments.

(9) To maintain improvements in good repair and make repairs required by the Government; 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 mineral or ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.
(11) To pay or reimburse the Government for priority bonds.

(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 (whether before or after default), including but not limited to costs of evidence of title to and the property, costs of recording this and other instruments, attorneys' fees, advertising, selling, and conveying the property.

(12) Except as otherwise provided by 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 beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the 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, renewals, 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 of 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's cooperative or private credit source has failed to make timely payments to the Government, the Government may inspect the property to ascertain whether the covenants herein or in any supplementary agreement are being performed.

(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, Borrower, will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the indebtedness secured hereby and to pay for any stock necessary to be issued in connection with such loan.

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

(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 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, Trustee to foreclose this instrument and sell the property as provided in section 10-211.

(18) At the time of the sale of the property, the amount of the note and interest thereon, and all other amounts due hereunder, shall be paid over to the Trustee, and the Trustee shall pay over the balance, if any, to the Borrower.

(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 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 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 duly authorized in accordance herewith.

(19) The proceeds of foreclosure sales, if any, shall be applied first to the payment of all taxes, assessments, expenses, costs and charges of receivers in like cases, and (d) authorize and request

(19) 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. In case the Government is the successful 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.

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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, national origin, handicap, familial status or age, 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, handicap, familial status or age.

(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, 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 re-

(16) 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

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.

(12) [REDACTED] subject to the conditions and requirements in the order of appointment as a member of the Board.

(14) *Die Sowjetunion ist ein sozialistischer Staat.*

(1) THE UNIVERSITY OF OREGON **ACKNOWLEDGMENT** TO THE LIBRARY TO SECURE THE USE OF THE
UNIVERSITY LIBRARIES FOR THE STUDY AND RESEARCH OF THE HISTORY OF OREGON.

STATE OF OREGON

On this _____ day of _____, 19_____, personally appeared the above-mentioned defendant, whose true name is unknown to me, and who resided at the address of 123 Main Street, in the town of _____, and who was then about _____ years of age, and he acknowledged to me that he had committed the offense of _____.

(1) I, the undersigned, acknowledge the foregoing instrument to be my voluntary act and deed. Before me
and acknowledged the foregoing instrument to be his voluntary act and deed. Before me
SOMER HILL, STAMFORD, CONNECTICUT.

Resea Whistler

OFFICIAL STATE OF OREGON NOTARIAL PUBLIC STAMP
NOTARIAL PRACTICE IN THE STATE OF OREGON
IS RESTRICTED TO THE PRACTICE OF NOTARIAL ACTS
AS PROVIDED BY LAW.
EXPIRATION DATE: APRIL 20, 1991
NOTARY PUBLIC NUMBER: 10-197
NOTARY PUBLIC SIGNATURE: [Signature]

My Commission expires **07/1997**

A rectangular Oregon Notary Public seal. It features a central shield with a plow, a sheaf of wheat, and a vine, surrounded by the words "THE STATE OF OREGON". Above the shield is a crest with a beaver holding a sword, and above that is a motto. The entire seal is framed by a decorative border.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

ed for record at request of Mountain Title Company the 10th SSC

January A.D. 19**94** at **3:52** o'clock **P. M.**, and duly recorded in Vol. **M94**
of **Mortgages** on Page **984**.
Excel. Rec. **County Clerk**

RE \$25.00
STATE OF OREGON: COUNTY OF KLAMATH: ss.
By Evelyn Biehn Patience McConaughay

led for record at request of Mountain Title co the 21st
Jan AD 1994 at 10:58 o'clock A.M. and duly recorded in Vol. M-4

San A.D., 19²⁴ at 10:30 o'clock A.M., and duly recorded in vol. 194
of Mortgages on Page 2258
Evelyn Biehn County Clerk

By Dawnie Mirelladore