purposes therein mentioned.

OFFICIAL SEAL ROWENA A. CHASE MOTARY PUBLIC-OREGON COMMESSION NO. 022592 MY COMMISSION EXPERES MAIL 17, 1997

Department of Agriculture, and the person who executed the foregoing instrument, and acknowledged to me that (he) (she) executed the same as the free act and deed of the United States of America, for the uses and ROWENA A. CHASE TO A CONTROL OF THE PROMENT A. CHASE TO SERVICE TO THE PROMENT OF THE PROMENT OF

Notary Public in and for the State of Oregon

My Commission Expires: 3/17/97

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USDA-FMHA Form FmHA 1927-1 OR (Rev. 9-92)

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address is PO Box 309, Beatty	post office				
called Borrower," and the United States of America	ac ing through the Farmers Home Administration, United				
Control of the state of the sta	aving inrough the Farmers Home Administration. United				
States Department of Agriculture, whose mailing address is	2455 Patterson St., Suite #1, Klamath Falls,				
题文: 1 · 5 · 5 · 6 · 6 · 6 · 6 · 6 · 6 · 6 · 6	ton started St., Suite #1, Klamath Falls.				
WHEREAS Borrower is indebted to the Government	regon 97603, herein called the "Government," and; as evidenced by one or more promissory note(s) or assumption on the control of the promissory note of the control of the				
agreement(s) or any shared appreciation or recapture agreement	, as syldenced by one or more promissory note(s) or assumption				
payable to the order of the Government, authorizes accelerate	as evidenced by one or more promissory note(s) or assumption on the entire indebtedness at the original of the original				
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be increased as provided in the Farmers Home Administration And the note evidences a loan to Borrover, and the Gove	limited resource operating loan(s) secured by this instrument may regulations and the note.)				
And the note evidences a loan to Borrover, and the Gove	regulations and the note.) rement, at any time, may assign the note and insure the payment of 1949, or Title V of the Housing Act of 1949, or control of the Housing Act of 1949, or control of 1949, or cont				
thereof pursuant to the Consolidated Farm and Rural Developme administered by the Farmers Home Administration; And it is the purpose and intent of this investment at the	nt Act or Title V of the I				
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of every covenant and agreement of Borrower contained herein or bargain, sell, convey, mortgage and assign with general warranty u	in any supplementary agreement, Borrower does hereby				
bargain, sell, convey, mortgage and assign with general warranty u of Oregon, County(ies) of Klamath	ino: ie Government the following property situated in the State				
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This mortgage is being rerecorded to correct the legal descriptionFmHA 1927-1 OR (Rev. 992)

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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 the sunto belonging, the sents, issues, and profits thereof and revenues and income therefrom (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 re isonably necessary to the use thereof, including, but not limited to, irrigation systems, including pumps, motors; electrical panels, ripe, sprinklers; an 1 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 allotments, 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";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple

IN ADDITION to its other rights, the Covernment is here by granted a security interest in the above-described property pursuant to ORS 79.1010 - 79.5070. figer.

BORROWER for Borrower's se f, 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 hereinabon e, 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 i isurance 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 take payments on the note to the Government, as collection agent for

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

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is in ured by the Government, it, 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 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.

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.

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

To pay when due all taxes, hit ns, 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 demand receipts evidencing

(8) To keep the property insured as required by and und r insurance policies approved by the Government and, at its request. to deliver such policies to the Government.

(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 proper y, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Governn ent, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses easonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of oi 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 a sts, 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 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 mortgaged hereinunder, including but not limited to the power to grant consents, partial releases, subor linations, 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 acome, 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 Gov ernment and its a gents 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, par ment terms or balance due on the loan; the payment of all other sums, with interest, advanced under paragra; h 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 indel tedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the cebt 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 Borro ver s or any other part is 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 remady under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or

(15) If at any time it shall appear to the Government that Borre wer may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible coopera ive or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Forro wer will, upon the Governments's request, apply for and accept such loan in sufficient amount to pay the note and any indebted less secured hereby and to pay for any stock necessary to be purchased in a cooperative lending

(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 lefault under any such other security instrument shall constitute default (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 part es named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of credito's, 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 a ceivers in like cases, (d) foreclose this instrument as provided herein For by law, and (e) enforce any and all other rights and remedic s provided herein or by present or future law.

(18) The proceeds of foreclosure ale snall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provision, 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 crother 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 insunid 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) p-ohibiting mainte tance of an action for a deficiency judgement or limiting the amount thereof or the time within which such action ruay be brought, (c) prescribing any other statute of limitations. (d) allowing any right of redemption or possession following ar y for eclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may tharge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any suc1 State law. Borrowe hereby relinquishes, waives, and conveys all rights, inchoate or

(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 B prower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the ale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, ex, national origin, ag 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, handice p, 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 erod ble land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Pan 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 he 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 here f 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 DR; Nadine F. Gallagher

EXHIBIT A

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EXHIBIT B

- Parcel 2: The S 1/2 of the SE 1/4 of Section 30, Township 36 South, Range 12 East of the Williamette Meridian, Klamath County, Oregon.
- Parcel 4: The SE 1/4 Section 31, Township 36 South,
 Range 12 East of the Williamette Meridian, Klamath
 County, Oregon
- Parcel 5: The E 1/2 VE 1/4, Section 31 and W 1/2 NW 1/4
 Section 32, Township 36 South, Range 12 East of
 the Williamette Merician, Klamath County, Oregon.
- Parcel 6: Lots 1 and 2; the E 1/2 NW 1/4; and the SW 1/4 NE :/4 Section 30; Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Dregon.
- Parcel 7: The N 1/2 SE 1/4 Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Dregon.
- Parcel 8: The E 1/2 St 1/4 and E 1/2 W 1/2 SE 1/4 Section 19, Township 36 South, Range 12, East of the Willametre Meridian, Klamath County, Oregon.
- Parcel 9: The E 1/2 NI 1/4 and NW 1/4 NE 1/4 Section 30, Township 36 South, Range 12 East of the Willamette Meridian, Clamath County, Oregon.
- Parcel 10: The NW 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 (f the northeast quarter of the southwest quarter of Section 21, Township 36 South, Range 12 East of the Willamette Meridian, and more particularly described as follows: Beginning at the southwest corner of said northeast quarter of southwest quarter: thence east along the south line thereof 36 rods; thence north and parallel to the west line shereof 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 Willsmette 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 1/1 Section 25, the NE 1/4 Section 36, all in Townsh p 36 South, Range 11 East of the Willametto 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
- Parcel 15: Lots 1, 2, 3, 4, 5, 7, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21, 22, and 23 inclusive, all in Block 1 of WHISKEY CREEK ACRES, TRACT 1162, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

"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 ourther secure the obligations secured by hereinbe ore described mortgages to the Government, which nortgages shall remain in full force and effect."

TOGETHER WITH State of Oregon Permit #6-10731.

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