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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;

to secure the Government against toss under his insurance contract of reacher of and interest or of any interest credit and sub-And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

or any amount due under any shared Appreciation, Recapital Agreement bareby grants, bargains, sell, conveys, warrants and 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: That portion of the WaNEASE; of Section 2, Township 35 South, Range 7 East of the Willamette Meridian, Tying South of the North boundary of the Sprague River, Klamath County, Oregon.

After recording, return to: Rural Development 2316 So. 6th St. Suite C Klamath Falls OR 97601

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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 annurtenances thereunto belonging the rests issues and profits thereof and revenues and income theretogether with all rights (including the right to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenance: thereunto belonging, the rents, issues, and profits thereof and revenues and income there-from, 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 drivers, or carneting purchased or financed in from, 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 func's, 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 there in-all of which are herein called "the property": TO HAVE AND TO HOLD the property into Trustee, Trustee's successors, grantees and assigns forever; IU HAVE AND IU HULD the property unto inustee, inustee's successors, grantees and assigns interver; IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the note and should assign this instrument without insurance of the payment of the note to secure promot payment of the note and IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern-ment 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 navment of in-all of which are herein called "the property"; ment 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 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 Rorrower and (c) in any event and at all times to secure the promot payment of all advances and expendit. agreement herein to indemnity 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 expendi-tures made by the Government with interest as hereinafter described and the performance of every covenant and agree any detault by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expendi-tures made by the Government, with interest; as hereinafter described, and the performance of every covenant and agree-ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein

tures made by the Government, with interest; as hereinatter described, and the performance of every covenant and agree-ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns whatso-BUKKUWEK for Borlower's self, Borrower's heirs, executors, administrators, successors and assigns wARKANTS the property and the title there to unito Trustee for the benefit of the Government against all lawful claims and demands whatso-ever excent any liene encumerances essenance receivations of convergences manified bereinshove and COVENANTE property and the title there to unito irrustee for the benefit of the Government against all lawful claims and demands whatso-ever-except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows: and made a part hereof wards problem

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-be Government again it any loss under its insurance of narment of the note by reason of any default by Rorrower At (1) To pay promptly when due any indeptedness to the Government hereby secured and to indemnity and save harm-less 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. Rorrower shall continue to make navments on the note to the Governless the Government again it 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 Govern-ment as collection agent for the holder

AND AGREES as follows:

an times when the note is near by an instrumt notice, buttower ment, as collection agent for the holder. Hand a start water to

, as connection agent for the noncer. (2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the love Home Administration annels nume Aumunsu anone (3). If required ty the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, seesemete insurance memiums and other charges upon the mortgaged premises (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts, ding advances for navouent of prior and/or junior liens required herein to be paid by Rorrower and not paid by Ror-(4) 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 horne by the note which has the highest interest of the state of the assessments, insurance premiums and other charges upon the mortgaged premises. Farmers Home Administration.

rower 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 new second by the formed at the note as described by this instrument with interest shall be immediately due and nav-(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 pay-able by Borrower to the Covernment without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Covernment shall relieve Borrower from breach of Borrower's covenant to nav. Any navment made able by Borrower to the Covernment without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Covernment shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be emplied on the note or any indebtedness to the Covernment secured hereby in any order the Govern No such advance by the Covernment shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebiedness to the Government secured hereby, in any order the Govern-ment determines

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Borrower may be applied on the note or any indebtedness to the Government secured hereby, if and determines. (6) To use the lorn evidenced by the note solely for purposes authorized by the Government.

ment determines.

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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 as assments 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 sich payments.

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.

To maintain improvements in good repair and make repairs required by the Government; and not to abandon the property, or cause or permit wasts, 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.

(10) To comply with al 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 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 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 cov-

enants 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 adjust-

ments, 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 load, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or total, (b) increase the moregage by an anount equal to deterred interest on the outstanding principal balance, (c) extend of defer the maturity of, and renew and reschedule it payments on, the debt evidenced by the note or any indebtedness to the Government, science by this instrument, (instelease any party who is liable under the note or for the debt from liability 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

(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 note and any indebiedness 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 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, 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 each 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 Trustce'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 dele-

(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 Bor-rower 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 prine by crediting such aniour floin by debus of E i rower awing to ar is rured by the Construment. J

(20) All powers and agence's granted in this instrument are coupled with an interest and are irrevocable by death or totherwise; and the rights and remetles 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 main-tenance of an action for a delicitney judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limiting, or (c) limiting the conditions which the Government may by regula-tion indpose, including the interest rate it may charge, as a could to fapproving a transfer of the property to a new Bor-rower. Borrower expressive we yet the benefit of any such State laws. rower. Borrower expressly wa ves 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) Borrow r 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 requiring earlier execution or delivery of such deed of reconveyance.

(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.

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STATE OF OREGON: COUNTY OF KLAMATH : SS.	

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