USUA-FMHA
Form Finha 1927-1 OR
(Rev. 9-92)

## REAL ESTATE MORTGAGE FOR OREGON

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THIS MORTGAGE is made and entered into		
THIS MORTGAGE is made and entered into		
Control of the second of the s	County	y, Oregon, whose post office
residing in KLAMATH  address is 24550 South Poe Valley Road. called "Borrower," and the United States of Am		Oragon 97603 herein
Icolonia in Dood	Klamath Falls	me Administration, United
address is 24550 South Poe Valley Road.	erica, acting through the Farmers Ho	IIIC Manimina
called "Borrower," and the United States of Am States Department of Agriculture, whose mailing address		Suite C.
miling addr	ess is 2316 South Sixth Street.	1
States Department of Agriculture, whose mailing address Nameth Falls		lled the "Government," and:,
Pitting E. C.	Oregon 97601 herein ca	missory note(s) or assumption
Klamath Falls WHEREAS Borrower is indebted to the Government(s) or any shared appreciation or recapture agreement to the order of the Government, authorizes according to the order of the Government, authorizes according to the content of the Government.	mment, as evidenced by one or more pro	heen executed by Borrower, is
WHEREAS Borrower is indebted to the South	agreement, herein called "note, which has	ontion of the Government upon
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WHEREAS Borrower is indebted to the Government agreement (s) or any shared appreciation or recapture a payable to the order of the Government, authorizes according to the order of the Government, and is described as follows:		Due Date of Final
any default by Borrower, and is described as ione	egregae at la tradition de la médit de la companya	Installment
	Principal Amount	7/23/2003
Date of Instrument	¢15 000 00	11231-25
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(The interest rate for limited resource farm ow be increased as provided in the Farmers Home Adn And the note evidences a loan to Borrower, a thereof pursuant to the Consolidated Farm and Rural	ing the Government, and a sthe Housing	g ACL OL LANGUE A
		when the note is held by the
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And it is the purpose and intent of this has Government, or in the event the Government shou secure payment of the note; but when the note is he or attach to the debt evidenced thereby, but as to Government against loss under its insurance contract to the debt evidenced to the Borrower by the Government against loss under its insurance contract to the Borrower by the Government against loss of the Borrower by the Borrower by the Borrower by the	ract by reason of any deferred principal and interest of	or of any interest cream and amou
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After recording return to:

Farm Service Agency 2316 South Sixth Street, Suite C Klamath Falls, OR 97601

24600 FmHA 1927-1 OR (Rev. 9-92) 2316 South Sixth Street, Suite C Elamath Fulls, OR 97601

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After recording return to: Farm Service Agency

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See Attachment A: Real Estate Description

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Wherever "Farmers Home Administration", FmHA", "Rural Economic and Community Development". "RECD", "Agricultural Stabilization and Conservation Service". or "ASCS" may appear, the term Upited States Department of Agriculture is substituted.

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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 (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 reasonably necessary to the use thereof, including, but not limited to, irrigation systems, including pumps, motors, electrical panels, pipe, sprinklers, and 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 Government is hereby granted a security interest in the above-described property pursuant to 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:

(1) 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.

(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 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 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 advance 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.

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

(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 pentaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such 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.

(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 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 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 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 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 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 mortgage hereinunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insufed holder shall have any right; title or interest

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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 m or to the hen of any ochems hereof. An rems, proms, 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 or discharging the debt necessary secured. Fermission is necessary given to the borrower, so long as no default exists necessary, to conect such rents, profits and income for use in accordance with the provisions of the borrower's agreement with Farmers Home

(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, rans 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 party who is habit under the note of for the debt from habitity to the Government, (e) release portions of the property and substitution, 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 association, a receian mine pairs, or other responsible cooperative or private credit source, at reasonable rates and terms for rouns 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

(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

(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

agone may out and purchase as a snanger and may pay 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

(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

(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

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39:	DAVID B. OXLEY
Attact	MARGANNE W. OXLEY
[Corporate Seal]	
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STATE OF OREGON COUNTY OF KLAMATH	n de la companya de l
The foregoing instrument was acknowledged before me	this 23rd day of July
19 96 by DAVID B. OXLEY and MARGANNE W. O	of persons acknowledging)
Ron	ena A. Chase
(Notan Scall ROWENA	A. CHASE  Notary Public of and for the State of Oregon
NOWENA A. CHASE	expires 3/17/97
NOTARY PUBLIC-OREGON My Commission COMMISSION NO. 022902 MY COMMISSION FYDURE MAD 57 AND	expires
MY COMMISSION EXPRESS MAR. 17, 1997 NOW! FROMEN	T FOR: A PARTNERSHIP
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I ne foregoing instrument was acknowledged on the di	on behalf of a partnership.
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## ATTACHMENT A

## REAL ESTATE DESCRIPTION:

The following property situated in Section 2, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Government Lots 1, 2, 3, 6, 7, and 10; N 1/2 of Government Lot 11: Those portions of Government Lots 4, 5, and 12 described as follows: Beginning at a point on the North line of Government Lot 4. said Section 2. Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, which bears West along the North line of said Section 2 a distance of 2356.4 feet from the Northeast corner of Government Lot 3 in said Section 2, said point being the Northwest corner of tract described in Deed from Melvin D. Fiegi, et ux, to Ben F. Smith, Inc., dated March 29, 1973, recorded March 30, 1973, in Volume M-73 on page 3700, Microfilm Records of Klamath County, Oregon; thence South 407 feet; thence West 50.0 feet; thence South 618.0 feet: thence East 537.0 feet: thence Southeasterly in a straight line 1008.0 feet, more or less, to most Westerly point of tract described as Parcel 3 in Deed from Millet Ranch to Ben F. Smith, Inc., dated June 27, 1972, recorded July 7, 1972, in Volume M-72, page 7365, Microfilm Records of Klamath County, Oregon; thence South 01° 40' East a distance of 824.2 feet to a point thence North 88° 45' East to the West line of Government Lot 11, said Section 2; thence North along the West lines of Government Lots 11, 6, and 3 to the North line of Section 2 and the Northeast corner of Government lot 4; thence West along the North line of said Government Lot 4 to the point of beginning. TOGETHER WITH that easement recorded November 28, 1990 in M-90 page 23616, records of Klamath County, Oregon. SAVING AND EXCEPTING that portion contained in the right of way of South Poe Valley Road.

STATE OF OREGON: CO	UNTY OF KLAMATH: 55.		
Filed for record at request	ofFarm Service	Agency the 7th d	ay
of August	_ A.D., 1996 at _9:02	o'clockAM., and duly recorded in Vol. M96	_,
	of Mortgages	on Page 24067  Bernetha G Letsch, County Clerk	
FEE \$30.00		By Chung Gussell	_
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