

A-26830

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Position 5

Vol. 76 Page 5560USDA-FmHA
Form FmHA 427-7 OR
(9-9-75)REAL ESTATE DEED OF TRUST FOR OREGON
(Rural Housing)THIS DEED OF TRUST is made and entered into by and between the undersigned DONALD D. McCANN and
ELIZABETH J. McCANN, Husband and Wiferesiding in KLAMATH County, Oregon, as grantor(s), herein
called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting throughKENNETH K. KEUDELL State Director of the Farmers Home Administration for
the State of Oregon whose post office address is ROOM 1590, FEDERAL BUILDING,
1220 S.W. 3rd AVENUE, PORTLAND Oregon 97204
as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, as beneficiary, herein called the "Government," and:WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption
agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government,
authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is
described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
APRIL 16, 1976	\$33,000.00	5	APRIL 16, 2016

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: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:NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants, bargains, sells, conveys, warrants and
mortgages to Trustee the following described property situated in the State of Oregon, County(ies) ofKLAMATH

which said described real property is not currently used for agricultural, timber or grazing purposes:

Township 38 South, Range 11 East, Willamette Meridian:Section 31: SE 1/4; SE 1/4 NE 1/4; SW 1/4 NE 1/4
Section 32: W 1/2 SW 1/4; SW 1/4 NW 1/4Township 39 South, Range 11 East, Willamette Meridian:

Section 5: NW 1/4 NW 1/4 or Lot 4

Section 6: NE 1/4 NE 1/4 or Lot 1 and that portion of the SE 1/4 NE 1/4 lying and
being on the North side of the Klamath Falls-Bonanza State Highway.

SUBJECT TO:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AND AS
THOUGH FULLY SET FORTH HEREIN.....

together with all rights, 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-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto Trustee, his 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 an 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 agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

BORROWER for himself, his 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 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 required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1963, in which the land was subject to the special use assessment.
2. Liens and assessments of Klamath Project and Horsefly Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Any unpaid charges or assessments of Horsefly Irrigation District.
4. Easement for canal or lateral lines, including the terms and provisions thereof, executed by Michael Rueck and Emma Rueck, his wife, to the Horsefly Irrigation District, dated March 28, 1918, recorded May 29, 1918, Deed Vol. 49, page 222, records of Klamath County, Oregon.
5. Right of way for road and highway purposes, including the terms and provisions thereof, executed by Michael Rueck and Emma Rueck, his wife, to Klamath County, Oregon, dated July 8, 1922, recorded April 12, 1924, Deed Vol. 64, page 10, records of Klamath County, Oregon.
6. Reservations and restrictions in deed from Horsefly Irrigation District, a public corporation, to Fred A. Rueck and Elsa Rueck, husband and wife, dated March 8, 1946, recorded July 12, 1946, Deed Vol. 192, page 139, records of Klamath County, Oregon, as follows: "...reserving unto grantor, its successors, and assigns, right of way for ditches and drains now upon or which it may hereafter elect to construct over and upon said land."
7. Easement and right to construct, excavate, open and perpetually maintain and open drainage ditch executed by Fred Rueck and Elsa C. Rueck, husband and wife, and Michael Rueck and Emma Rueck, husband and wife, to State of Oregon, by and through its State Highway Commission, dated July 31, 1936, recorded September 15, 1936, Deed Vol. 107, page 212, records of Klamath County, Oregon.
8. Right of way for pole and wire line, including the terms and provisions thereof, given by Fred Rueck and Elsa C. Rueck, his wife, and Michael Rueck and Emma Rueck, husband and wife, to The California Oregon Power Company, a California corporation, dated July 18, 1941, recorded August 21, 1941, Deed Vol. 140, page 433, records of Klamath County, Oregon.
9. Reservations and restrictions in deed from Wm. Irwin, a single man, to H. E. Oberheide and Aline Oberheide, his wife, dated May 12, 1941, recorded May 12, 1941, Deed Vol. 137, page 554, records of Klamath County, Oregon, as follows: "...reserving unto grantor the perpetual right of way and easement for the drain ditch along the Southerly line of said premises. Subject to county roads if any affecting said property."
10. Right of way for pole or tower and wire lines, including the terms and provisions thereof, given by Fred Rueck and Elsa Rueck, husband and wife, to The California Oregon Power Company, a California corporation, dated May 6, 1953, recorded May 12, 1953, Deed Volume 260, page 538, records of Klamath County, Oregon.

EXHIBIT "A" -Continued

11. Right of way agreement, including the terms and provisions thereof, given by Horsafly Irrigation District to Pacific Gas Transmission Company dated August 17, 1960, recorded September 12, 1960, Deed Vol. 324, page 72, records of Klamath County, Oregon.
12. Right of way agreement, including the terms and provisions thereof, given Fred A. Rueck and Elsa C. Rueck, husband and wife, and Fred LaVern Rueck, single, grantors, to Pacific Gas Transmission Company, a corporation, dated March 16, 1960, recorded May 23, 1960, Deed Vol. 321, page 360, records of Klamath County, Oregon.
13. Notice of Location, including the terms and provisions thereof, executed by Pacific Gas Transmission Company dated September 18, 1961, recorded in Deed Vol. 332, page 404, records of Klamath County, Oregon.
14. No liability is assumed if a financing statement is filed in the office of the County Clerk of Klamath County, Oregon, covering growing crops or fixtures wherein the land is described other than by metes and bounds, the rectangular survey system, or by recorded lot and block.
15. Mortgage, including the terms and provisions thereof, executed by Fred L. Rueck and Helen Danielle Rueck, husband and wife; Fred L. Rueck, as Guardian for Elsa C. Rueck, an incompetent; Alan L. Cain and Darlene Cain, husband and wife, to The Federal Land Bank of Spokane, a corporation, dated April 25, 1973, recorded May 14, 1973, Vol. M73, page 5799, Microfilm records of Klamath County, Oregon, in the amount of \$85,000.00.
16. Mortgage, including the terms and provisions thereof, given by Donald B. McCann and Elizabeth J. McCann, aka Elizabeth Jean McCann, husband and wife, dated June 10, 1974, given to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, recorded June 10, 1974, Vol. M74, page 7103, Microfilm Records of Klamath County, Oregon to secure the payment of \$58,060.00.

(5) All advances by the Government as described in 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 his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, 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 purpose 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 pertaining 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, delivered to, and retained by 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 prosecution 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, and conveying the property.

(12) 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) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(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 Government'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 under any personal property or other 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, 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 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 his option may conduct such sale without being personally present, through his delegate authorized by him 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 his delegate duly authorized in accordance herewith.

(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) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must 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 laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(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 him 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 or national origin, 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, or national origin.

(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 provision 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 97205 and in the case of Borrower to him at his post office address stated above.

(25) Upon full and 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 his 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.

WITNESS the hand(s) of Borrower this 16th day of APRIL, 1976.

Return to:
Farmers Home Administration
P.O. Box 1328
Klamath Falls, OR 97601

Donald B. McCann
Donald B. McCann

Elizabeth J. McCann
Elizabeth J. McCann

ACKNOWLEDGMENT
FOR OREGON

STATE OF OREGON

COUNTY OF KLAMATH

ss:

On this 16th day of APRIL, 1976, personally appeared the above-named

DONALD B. McCANN and ELIZABETH J. McCANN, Husband and Wife

and acknowledged the foregoing instrument to be THEIR voluntary act and deed. Before me:

[NOTARIAL SEAL]

W. Darlene J. Addington
Notary Public.

My Commission expires MARCH 21, 1977

★ U.S. GOVERNMENT PRINTING OFFICE: 1975-668-620

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of APRIL, A.D., 1976 at 2:18 o'clock M., and duly recorded in Vol. M 76 of MORTGAGES on Page 5560.

FEE \$ 18.00

WM. D. MILNE, County Clerk

By Hayden Deputy