

38-10637 14381 WARRANTY DEED (INDIVIDUAL) Vol. 76 Page 7998
LESTER C. FLECK and IDA MAE FLECK, husband and wife
hereinafter called grantor, convey(s) to
PETER A. POWERS and MICHELLE G. POWERS, husband and wife
all that real property situated in the County
of Klamath, State of Oregon, described as:

Lot 1 in Block 24 ORIGINAL TOWN OF MERRILL, Klamath County,
Oregon.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, rights, rights
of way and easements now of record.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except
as set forth above
and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.
The true and actual consideration for this transfer is \$ 17,500.00.

Dated this 28th day of May, 19 76.

Lester C. Fleck
Lester C. Fleck
Ida Mae Fleck
Ida Mae Fleck

STATE OF OREGON, County of Klamath) ss.

On this 28th day of May, 19 76 personally appeared the above named
Lester C. Fleck & Ida Mae Fleck and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me:

Debra J. Rogers
Notary Public for Oregon
My commission expires: 2-1-2009

- * The dollar amount should include cash plus all encumbrances existing against the property, to which the
property remains subject or which the purchaser agrees to pay or assume.
** If consideration includes other property or value, add the following: "However, the actual consideration
consists of or includes other property or value given or promised which is part of the/the whole
consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

STATE OF OREGON,)
County of KLAMATH) ss.

I certify that the within instrument was received for record
on the 28th day of May, 19 76
at 3:46 o'clock P M. and recorded in book M 76
on page 7998 Records of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

By Hazel Drazil Deputy
FEE \$ 3.00

After Recording Return to: John
Peter A. Powers
Box 894
Klamath Falls OR
97601

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USDA-FmHA
Form FmHA 427-7 OR
(9-9-75)
REAL ESTATE DEED OF TRUST FOR OREGON
(Rural Housing)

38-10637

THIS DEED OF TRUST is made and entered into by and between the undersigned PETER A. POWERS
AND MICHELLE G. POWERS, HUSBAND AND WIFE

residing in KLAMATH County, Oregon, as grantor(s), herein
called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through
KENNETH K. KEUDELL State Director of the Farmers Home Administration for

the State of Oregon whose post office address is 1220 S.W. 3RD AVE., 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:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
MAY 28, 1976	\$17,700.00	8.50%	MAY 28, 2009

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) of

KLAMATH

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

Lot 1 in Block 24 ORIGINAL TOWN OF MERRILL.

8000

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.

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(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 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, 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