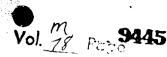
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47817 Position 5 Vol. Z USDA-Frida form Field 427-7 On Revised 7-3-76 REAL ESTATE DEED OF TRUST FOR OREGON

| MATH ors Home Administration, Un | County | v, Oregon, as grantor(s), he |
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| ers Home Administration, Un | ted States Department of A | y, Oregon, as grantous, ne |
| | | griculture, acting through |
| Administration for the State | of Oregon whose post office a | |
| 0.720/ | | |
| | ustee, herein called "Truste ed States Department of Agr | e." and the United States iculture, as beneficiary, here |
| ." which has been executed ! | by Borrower, is payable to t | the order of the Government |
| Principal Amount | Annual Rate of Interest | Due Date of Fin Installment |
| \$27,000.00 | 8.25% | MAY 9, 2011 |
| Housing Act of 1949; nt of this instrument that, am Government should assign this | ong other things, at all time | s when the note is held by |
| out when the note is held by an lenced thereby, but as to the n under its insurance contract by deration of the loan(s) Borro | insured holder, this instrumente and such debt shall constitute reason of any default by Bower hereby grants, bargains | ent shall not secure paymen (tute an indemnut) morta g rrower. s. sells, conveys, warrants |
| described property situated in | the State of Oregon, County(| jies) of |
| | ed to the Government as evide." which has been executed being indebtedress at the option Principal Amount \$27,000.00 Description of this instrument that, am Government should assign this but when the note is held by an element this instrument of the note in the down under its instrumence contract by detaition of the loan(s) Borro detaition of the loan(s) Borro | Principal Amount of Interest \$27,000.00 8.25% Description of Principal Amount of Interest 8.25% |

and the

topstics; with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and pacifics thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or profits thereof and revenues and income therefrom, at improvements and personal property now or later attached therefo or reastrably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, and arresting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereby, and all payments at any time owing to Borrower by vistue of any sale, lease, transfer, conveyance, or condemnation of any part thereby 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, NEVERT HILESS, (a) at all times when the note is held by the Government, or in the event the Government issign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any enewals and extensions thereof and any agreements contained therein, including any provision for the payment of an assurance 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 indemrify and save harmless the Government against loss under its insurance endorsement by reason or 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 describe I, 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

BORROWER for himsel, his heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Truster for the benefit of the Government against all lawful claims and demands whatsoever except any tiens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as

- (1). To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against in loss under its insurance of payment of the note by reason of any default by Borrowei. At all the coveriment against englines under its measured or payment of the note of reason of any actual of positioners 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 helder.
- (2) To pay to the Government such fees and offer charges as may now or hereafter be required by regularious turniers Home Administration.
- (3) If required by the Government, to make acditional monthly payments of 4/12 of the estimated annual axis assessments, insurance premiums and other charges upon the mor gaged premises.
- (4) Whether or not the note is insured by the Covernment, 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.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and bas able Fy Borrower to the Government without demand at the place designated in the latest note and shall be secured be env N such industries by the Government shall reheve Borrower from breach of his coverint to pay. Such advances, within most half be recall from the first available collections received from Borrower, Otherwise, any payment made by Borrower man be applied on the note or any indebtedness to the Covernment secured belowly, in any order the Covernment described

(6) To use the foan endenced by the note solely for purpose authorized by the Government



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- (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 returned by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the propertion 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 her and priority hereof and to the enforcement of or the compliance with the provisions betoot and of the note and are 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 the and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial release, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefit hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the cover wire 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 roots or any in leptedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release pertions of the property from and subordinate the lien hereof, and waive any other rights hereinder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the most 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 leans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for and accept such loan it 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 its rument held or insured by the Covernment and executed or assumed by Borrewer, and default under any such other security instrument shall constitute default hereunder.
- (17) SFOULD 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 bankingt, 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 manifolding due and payable, (b) for the account of Borrover incur and pay reasonable expenses for regain or maintenance of the possession of, operate or rent the property, (c) upon application by it and production of this instrument, without extreme evidence and without notice of hearing of said; pplication, have a receiver appointed for the property, with the as adjuster of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (18) "WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DELAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HUREBY WAIVES ANY RICHES HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN CLETCH AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A FREE FING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS
- (19) At the request of the conserument, Trustee may foreclose this instrument by advertisement and other than property as provided by law, for each or secured credit, it the option of the Government; such sale may be adjusted order to time without other notice then oral proclamation at the time and place appointed for such sale and correct property of posted notices; and at such sale the Government and its acents may bid and purchase as a stranger. Trustee the property conduct such sale without being personally present, through his delegate authorized by him for such purpose and its acents may be delegate authorized by him for such purpose and its acents may be delegate authorized by him for such purpose and its acents may be delegate authorized by him for such purpose and its acents may be delegate authorized by him for such purpose and its acents may be delegate authorized by him for such purpose and its acents may be adjusted by the forecast of the property of any part thereof to any purchaser at the close of the property of any part thereof to any purchaser at the close of accordance percentage.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of a threats and over our ident to enforcing or complying with the proxitions betoot, (b) any prior liene required by has considered each transfer and all indebtedness to the Covernment secured hereby (c) independent control to be so paid, (c) if the Covernment's option any office indebtedness. Become to our insured by the Covernment, and (f) any balance to Borrower. In case the Government balance in the covernment and the covernment and the covernment in a position of the property and the property, the Covernment may positive by a substitute property and the property and the property and the property of the property and the property are the property and the property and the property and the property are the positive positive positive and the property and the property and the property and the property are the property and the property and the property are the property and the property are the property and the property and the property are the property are the property are the property and the property are the property a

- (21) 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 complete with an interest and are irrevocable
- (22) Bottower agrees that the Government will not be bound by any present or future laws, (a) providing the valuation. (2.2) portower ig ces that the Government will not be bound by any present or tuture laws, (a) providing the valuation of a property of the projectly, (b) prohibiting maintenance of an action for a deficiency of historical or a project of the projectly, (b) prohibiting maintenance of an action for a deficiency of historical deficiency of histor ippraisal, horsestead or exemption of the projectly, (b) promitting maintenance of an action for a deficiency of lightent or limiting the amount thereof or the time with n 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, of (e) limiting the auditorial which the Gavarances, may be completely impose including the interest rate it may observe as a condition of magnetic many by completely impose including the interest rate it may observe. univarions, to ancw ng any right of regemption or possession toffowing any foreclosure sale, of (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approximate the forecast the page of t which the Government may by regulation unbose, including the interest rate it may enarge, as a condition of approxing a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws, Borrower bereby relinquishes, waives, and conveys all rights, incloate or consummate, of descent, dower, and curiesy.
- (23) If any part of the loan for which this instrument is given shall be used to finance the purenase, construction or epair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to select the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act that here will after receipt of a hora fide offer refuse to pararticle for the role of the dwelling and has obtained the consent to do so (a) neither Borrower nor anyone authorized to act that here will after receipt of a hora fide offer refuse to pararticle for the role of the dwelling and actions are the selection of the dwelling and action receipt of a hora fide offer refuse to pararticle for the role of the dwelling and action receipt of the selection of th for him will after receipt of 4 hona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or dery the dwelling to myone because of race, color, religion, sex or national origin, and (b) Borrower recognizes an illustration of the dwelling to myone because of race, color, religion, sex or national origin, and (b) Borrower recognizes and illustration of the dwelling to myone because of race, color, religion, sex or national origin, and (b) Borrower recognizes unavariable of derry the dwelling to anyone because of race, color, rengion, sex of nanonal origin, and (o) portower recognized as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling
- (24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future relating to race, co or, religion, sex, or national origin.
- (25.) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until regulations not inconsistent with the express provision bereof. some other addless is designated in a notice so giver, 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 estand above.
- (26) Upon full and final payment of all indebte lness hereby secured and the performance and discharge of gach and (20) Upon tull and final payment of all indebte mess nereby secured and the performance and discharge of gach and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government 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 shall request trustee to execute and deliver to Borrower and Borrower hereby waives the benefits at all long cromments. shall request thistee to execute and denver to Borrower at his above post office address a deed of reconveyance of the property within 100 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution of delivery of such deed of reconveyance.
- (27) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such (27) It and 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.

| | 9 day of <u>MAY</u> |
|--|---|
| WITNESS the hand(s) of Borrower this | RENNETH G. WOODFORK |
| AC | JEAN D. WOODFORK CKNOWLEDGMENT FOR OREGON |
| STATE OF OREGON | \ ss: |
| COUNTY OF KIAMATH | y , personally appeared the above-name |
| Oil (iii) | ONEONY |
| and acknowledged the foregoing instrument to be .! | their voluntary act and deed. Before me: |
| (NOTARIAL BRAL) | 1 4/21/29 |
| Kilium | My Commission expires |
| OTATE OF OBEGON; COUNTY OF K | LAMATH; 18. |
| I hereby certify that the within instrum | o'clock P M, and duly recorded in Vol Mo |
| of Mortgages on Pa | |
| FEE_\$12.00_ | By Wilmin 221 |