(6) To use the tom evidenced toyable note solely 'Soldiers's authorized by the Aol' 1925 ball 52500 ARDAT Line note W-50388 ebtedness to the Government secured hereby, in this and Roma FmHA1427-700Rs [1:21 REALICESTATE DEED OF TRUST FOR OREGON DE BOLLOMET LO THE CONSTITUTE DE L'ANDIE LE PROPERTIE DE L'ANDIE LE L'ANDIE (5) All advances by the Government as described in this instrument, with interest and is named and any and rate borne by the note which has the highest interest rate. bi THIS DEED OF TRUST is made and entered into by and between the undersigned required herein to be paid by Borrower and not paid by lain when due, as well as any cours ac-(4) Michiga of James wit Cope (8) Janita D.: Cope (6) assessments, insurance premiuns and other charges upon the mortgaged gremised (3. If required by the HARBAND, & MALE demonal monthly payments of 1517 of the Turners Heme Administration \mathbb{S} (5) 10 bat to the Covernment such tens and other charges as may now of herein County, Oregon, as grantor(s), herein called "Botrower Candothe Farmers Home Administration; United States Department of Agriculture, acting through the the Government against any loss under its insurance of payment of the note by reason of any decision State Director of the Farmers Home Administration for the State of Oregon whose post office address is Rm 1590 FEDERAL Building, 1220 S.W. 3rd Ave.

POLL 13 Acting through the Farmers Home Administration United States Department of Agriculture, as beneficiary, herein a part reference. LO BOWHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called note in his 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: described set follows indepantly and save harmless the Covernment agains Junual Rate a mean of the Date of Final "Dute of the trument also (p) at all ti Brincipal Amount is poid ph an jurof Interest; to accome Installment remember and extensions diereof and any agreements contained therein, including any previous or should meyer the terms of the more is held by the Care principle of the 122 of the more in TO HAVE AND TO HOLD the property unto Trustee, his successors, grantee, and of any part thereof or interest therein all of which are herein called "the property". thereto, and all payments at any time owing to Borrawer by viewe of any sale fease, it notes: or carpeting purchased or financed in whote or in part with loan founds, all water water right And the note evidences a loan to Borrower, and the Covernment, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949, more albumated to the payment thereof pursuant to Title V of the Housing Act of 1949, man abong the payment the note is held by the 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 most are to secure the Government against loss under its insurance contract by reason of any default by Borrower:

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

The Following described real property situate in Klamath County

Lot 8, Block 3, of Tract 1137-Meadowglann, according to the offical plat thereof on file in the County Clerks office, in Klamath County

mortgages to Trustee the following described property situated in the State of Oregon, County(ies) of KLAMATH

NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants, bargains, sells, conveys, warrants and

plat thereof on file in the County Clerks office, in Klamata Courty Lot 8. Block 3. of Tract 113/-Feedowglern, According to the outical

The Following described real property situate in Klamath County

which said described real property is not currently used for egricultural, turker or grazing purposes.

mortgages to Trustee the following described property situated in the State of Oregon, Capite (1881.) NOW, THEREFORE, in consideration of the losn(s) Burrewer hereby grants, burgains, soils, orthogoner of Tructon the Collegius described monarch eithered in the State of Brown Counterpart, of secure the Covernment against less under its insurance contract by reason of any detault by Rottower

the note or attach, to the debt evidenced thereby, but as to the note and such debt shall constitute as a secure the fevernment desired less under its hourance contract by measure or any debtall by Reserved. shall seems payment of the note; but when the note is held to an unsured incident this instrument shall, to note for the note in the note Government, or in the event the Government should assign this instrument without accounts of the free funds that when the note is held to be mounted this fasteness of the first manner of the rather than when the note is held to be mounted holder this fastenesses of all the first manners and the first manners of the fastenesses of the first manners and the first manners of the first ma

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of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Covernment, or in the event the Government of the foot and any I should assign this halfment without insurance of the payment of the note; to secure prompt payment of the payment of an any agreements contained therein, including any provision for the payment of an appropriate and extensions thereof and any agreements contained therein, including any provision for the payment of an appropriate and extensions thereof and any agreements contained therein. TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns forever; should assign this instrument without insurance of the payment of the note; to secure prompt payment of the payment of an renewals, and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance and extensions thereof and any agreements is held by an insured holder, to secure performance of Borrower's insurance endorsement by reason of agreement, herein to indemnify and save harmless the Covernment against loss under its insurance endorsement by reason of agreement, herein to indemnify and save harmless the Government against doss under its insurance endorsement by reason of any default his Porrower and (a) in any event and at all times to secure the promot natural advancer and avancer and appropriately the promot natural advancer and (a) in any event and at all times to secure the promot natural advancer and (b) in any event and at all times to secure the promot natural advancer and (b) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event and at all times to secure the promot natural advancer and (c) in any event agreement neven to incuminty and save narmiess the Covernment against 3053 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 any default, by Borrower, and (c) in any event and at all times to secure the prompt payment of every covernment and agreement of made by the Covernment with interest as hereinafter described and the parformance of every covernment with interest as hereinafter described and the parformance of every covernment with interest as hereinafter described. any detault, 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 made by the Government, with interest, as hereinafter described, and the performance of every covenant and made borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

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The life thereof unto Trustee for the benefit of the Government against all lawful claims and covernants and AGREES as belief thereto unto Trustee for the benefit of the Government against all lawful claims and COVENANTS AND AGREES as belief, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS and save harmless belief, encumbrances, easements, reservations, or conveyances specified hereinabove and to indemnify and save harmless belief, encumbrances, easements, reservations, or conveyances to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and to indemnify and save harmless to the Government hereby secured and the indemnification has been also the converted to the converted to the converted hereby secured and the converted here

200 (1) To pay promptly when due any indebtedness to the Covernment hereby secured and to indemnify and save harmless to the Covernment of the note by reason of any default by Borrows At all the Covernment against any lose under its incurance of navment of the note by reason of any default by Borrows. the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. the Government against any loss under its insurance of payment of the note by leason of any default by Borrower. At any things when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, Bionsing

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the as chilection agent for the holder.

(3) If required by the Government, in make additional monthly payments of 1/12 of the estimated annual taxes, (4) Whether or not the neith is insured by the Government, the Government may at any time pay any other amounts assessments, insurance premiums and other charges upon the mortgaged premises. Farmers Home Administration.

(4) whether of nothing here is ansured by the thing the here due, as well as any costs and expenses for the preservation, required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, and the second that the second the second that the seco required nerein to be paid by nortower and not paid by him when due, as wen as any costs and expenses for the preservation, profession, for the account of Borrower. All such advances shall bear interest at the

Some by the note which has the nighest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable the first advances by the Government as described in this instrument, with interest, shall be immediately due and payable. (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 domand at the place designated in the latest note and shall be secured hereby. No by Borrower to the Government without domand at the place designated in the latest note and shall be secured hereby. Such advances, with interest, such advance by the Government shall relieve Borrower from Borrower. Otherwise, any payment made by Borrower may shall be repaid from the first available collections received from Borrower. In any order the Government determines the applied from the note to supplied the supplied from the note to supplied the government secured bereby, in any order the Government determines the applied from the note to supplied the government secured between the government determines. rate borne by the note which has the highest interest rate. shall be replace from the first available concertions received from Borrower. Otherwise, any payment made by Borrower may be applied for the note vi-applied bedness to the Government secured kereby, in any order the Government determines.

(6) To use the loan evidenced 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

(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 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 pot 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

(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.

(45) Affat 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

(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

(17) SHOULD DEFAULT occur in the performatice of 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 poperate or rent the property! (e) upon application by it and production of this instrument, without other possession of repeate 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

(18) "WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS 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 HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE, NEVERTHELESS, THE REGULATIONS OF PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS."

or (19) At the request of the Covernment, 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 small be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in

the (20). The proceeds of foreclosure sale shall be applied in the following order to the payment of (a) costs and exercises incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be 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 process 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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otherwise, and the rights and resident in this instrument are coupled with an interest and are irreveable by the
appraisal homestead as a control of the bound by any present or future laws (a)
imitations, (d) allowing any distinction which such action must be brought (c) prescribing
which the Government may be in the deep tion or possession following any foreclosure sale or (a) limited the
relinquishes, waives, and conjugue all rights.
repair of property to be used as an owner occupied dwelling (herein called "the dwelling") and if Borrower intends to so for him will after receipt of the dwelling and has obtained the Government's consent to do so (a) neither Borrower intends to so
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(25) Notices given be a with the express provision hereof.
regulations not inconsistent with the express provision hereof. (25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and untuitied States Department of Agriculture, Portland; Oregon 97205 and in the case of Borrower to Farmers Home Administration address stated above.
address stated (above) 160102 of Monthly Ortland; Oregon 97205 and in the case of Rogrower to him a big
every confidence for all findebtedness hereby secured and the never many the neve
every condition, agreement and obligation, contingent or otherwise, contained herein or secured and discharge of each an shall request rustee to execute and deliver to Borrower at his above post office address a deed of reconveyance of the earlier executions within 60 days after written demand by Borrower, and Borrower hereby waives the best of reconveyance of the earlier execution within 60 days after written demand by Borrower, and Borrower hereby waives the best of reconveyance of the
earlier execution words link to continue the mand by Borrower, and Borrower hereby waives the beginning the best of the
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invalidity will not affect some provisions or application thereof to any person or circumstances is held invalid, such provision, and to that end the provisions litteof are declared to be severable.
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June A.D. 19 78 at 11:23 o'clock A M., and duly recorded in Vol M78
of Mortgages on Page 12769,
WM. D. MILNE COUNTY CITY
FEE \$12.00 By Demetha Whetail