

H-245-6 Co.  
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Vol. <sup>m</sup> 78 Page 15868

FLB 696 (Rev. 1/78)

FLB Loan H-174951-2

## FEDERAL LAND BANK DEED OF TRUST

THIS DEED OF TRUST, made this 13th day of July, 19 78,  
between Charles R. Clark and Barbara J. Clark, husband and wife,

Grantor,

whose address is A.S.R. Worden Road Klamath Falls, Oregon 97601  
Klamath County Title Co.

a corporation, Trustee, whose address is P.O. Box 151 Klamath Falls, Oregon 97601

and THE FEDERAL LAND BANK OF SPOKANE a

corporation, Beneficiary, whose address is West 705 First Avenue, Spokane, Washington 99204,

WITNESSETH: That the Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in Trust, with power of sale,  
the following described real estate in the County of Klamath  
State of Oregon

Lot 10 in Block 4 of Klamath River Sportsman's Estate, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon:  
Beginning at the South west corner of Lot 11, Block 4 of Klamath River Sportsman's Estates duly recorded subdivisions in Klamath County, Oregon. Thence North 31° 56' 40" West 484.25 ft. to the most Westerly corner of said lot 11; thence North Easterly along the arc of a 130 ft. radius curve to the left a distance of 42.75 feet; thence South easterly to the point of beginning. ✓

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

The real estate herein conveyed does not exceed \_\_\_\_\_ acres in area. If located in the State of Washington, it is not used principally for agricultural or farming purposes. If located in the State of Oregon, it is not currently used for agricultural, timber or grazing purposes.

This deed is for the purpose of securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the Grantor to the order of the Beneficiary, of even date herewith, for the principal sum of \$ 26,000.00 with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of August 2008.

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, AND FOR OTHER PURPOSES, GRANTOR COVENANTS AND AGREES:**

1. That Grantor is lawfully seized of said premises in fee simple, has good right and lawful authority to convey the same, and that said premises are free from encumbrance; and each of Grantors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.
2. To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner; using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.
3. To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the Beneficiary; to pay all premiums and charges on all such insurance when due; to deposit with the Beneficiary upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the Beneficiary, with a loss payable clause in favor of and satisfactory to the Beneficiary. The Beneficiary shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the Beneficiary upon the indebtedness hereby secured in such manner as it may elect.
4. During the existence of the indebtedness hereby secured, Grantors authorize Beneficiary, at its option, to pay real property taxes and special assessments levied against the premises. Beneficiary may elect to pay or not to pay taxes and assessments at any time. Notice to any person liable for the payments upon the debt hereby secured or making the payments, or actual payment of any taxes or assessments by Beneficiary shall constitute an election by Beneficiary to pay taxes and assessments. Beneficiary may add the amounts expended by it for taxes and assessments to the note balance at the time payment is made, each such advance to bear interest as provided in the note and to be secured by this deed of trust. After any payment of taxes or assessment by Beneficiary, or after notice of Beneficiary's election to pay taxes and assessments if given in advance of payment, Grantor will pay to Beneficiary, commencing with the next installment and thereafter on the first day of each month, with and in addition to the monthly installments of principal and interest under the terms of the note secured hereby, an amount equal to one-twelfth of the annual real property taxes and special assessments as estimated by Beneficiary, which additional sums shall be applied to reduction of principal. Such additional payments shall continue until any subsequent election of Beneficiary not to pay taxes and assessments.
5. In the event that any installment or portion thereof is not paid within ten (10) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay, a late charge of two percent of the installment to cover the extra expense involved in handling delinquent installments.
6. To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises, which is superior to this deed of trust.
7. To appear in and defend any action or proceeding purporting to affect the lien or security hereof or the rights or powers of Beneficiary or Trustee; and in case of any suit to foreclose this deed of trust as a mortgage or in any suit which Beneficiary may deem it necessary to prosecute or defend to effect or protect the security hereof, to pay all costs and expenses incident thereto including the reasonable costs of searching records and abstracting or insuring the title and reasonable attorney's fees in such action, such sums to be secured by this deed of trust.
8. To pay all costs, fees and expenses of this trust including the expenses of Beneficiary or Trustee incurred in enforcing the obligation secured hereby, the reasonable cost of searching records and abstracting or insuring the title, and reasonable trustee's and attorney's fees not in excess of any limitations provided by law, such sums to be secured by this deed of trust.
9. Should the Grantor be or become in default in any of the covenants or agreements herein contained, then the Beneficiary (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the Beneficiary in so doing, together with interest and costs, shall be immediately repayable by the Grantor without demand shall be secured by this deed of trust, and shall draw interest until paid at a default rate which is the rate from time to time in effect for this loan, plus two per cent per annum, and after acceleration at the default rate provided in the note secured hereby.

**B. IT IS MUTUALLY AGREED THAT:**

1. If any of said property shall be taken under right of eminent domain, the Beneficiary shall be entitled at its option to receive all compensation for the portion taken and the damages to the remaining portion, to be applied by the Beneficiary upon the indebtedness hereby secured in such manner as it shall elect.

2. Beneficiary may from time to time, in writing and without notice, release any person liable for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness.

3. Upon the written consent of Grantor and Beneficiary, the Trustee may, at any time and from time to time, and without affecting the liability of any person:

- (a) Consent to the making of any map or plat of the property;
- (b) Join in granting any easement or creating any restriction thereon;
- (c) Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof;
- (d) Reconvey, without warranty, all or any part of the property.

4. All sums secured hereby having been paid, Trustee shall reconvey, without warranty, the property then held hereunder upon written request of the Beneficiary or the person entitled thereto and upon surrender of this deed of trust and said note for cancellation and retention and upon payment of its fees. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. Upon or during the continuance of any default hereunder, the Beneficiary shall have the right forthwith to enter into and upon said premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the Beneficiary shall have the right to the appointment of a receiver to collect the rents, issues and profits of said premises. The rents, issues and profits of said premises after default are hereby assigned to the Beneficiary as additional security for the indebtedness herein described. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire or other insurance policies or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of the Beneficiary, then, in any such case, all indebtedness hereby secured shall, at the election of the Beneficiary, become immediately due and payable without notice; but failure of the Beneficiary to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default. In such event Beneficiary at its option may proceed to foreclose this deed of trust as a mortgage in the manner provided by law for foreclosures of mortgages or direct Trustee in writing to foreclose this deed of trust by notice and sale.

7. In foreclosure of this deed of trust by notice and sale, the power of sale hereunder shall be exercised by Trustee according to and under the authority of the law now in effect and as hereafter amended of the State or States in which property held hereunder, or any part thereof, is situated, pertaining to deeds of trust. Trustee shall deliver to the purchaser at sale its deed, without warranty, which deed shall contain such recitals as may be required or permitted by law for the benefit of said purchaser and subsequent bona fide purchasers or encumbrancers for value. After deducting all costs and expenses of the sale, including reasonable trustee's and attorney's fees and the reasonable costs of searching records and abstracting or insuring the title, Trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid with accrued interest at the default rates provided herein and in the note secured hereby; all other sums then secured hereunder; and the remainder if any to the person or persons legally entitled thereto as and in the manner provided by law.

8. Beneficiary having purchased said property at Trustee's sale, Grantor agrees peaceably to surrender possession of the premises to Beneficiary in the event such possession has not previously been delivered and to pay Beneficiary the costs and expenses including a reasonable attorney's fee in any suit or action instituted by Beneficiary to obtain possession of the premises from Grantor or any occupant of the premises who entered possession by, through or under Grantor.

9. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Any trustee lawfully appointed by the Beneficiary as a substitute or successor trustee shall succeed to all of the powers and duties of the trustee named herein. Conveyance to the substitute or successor trustee shall not be required. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

10. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, or if the note has been pledged, the pledgee thereof, whether or not named as Beneficiary herein.

11. The term "deed of trust" as used herein shall mean the same and be synonymous with the terms "trust indenture" and "trust deed," and the term "grantor" as used herein shall mean the same and be synonymous with the term "trustor," as used in any laws of the state or states in which said property, or any part thereof, is situate.

12. This deed of trust and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

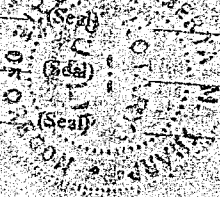
13. Grantor requests that a copy of any declaration or notice of default and a copy of any notice of sale hereunder be mailed to him at the address of Grantor hereinabove set forth.

**This deed of trust secures an obligation incurred in full or in part for the construction of an improvement on said land.**

D.K.H.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand the day and year first above written.

*Charles R. Clark*  
*Barbara J. Clark*



(Seal)

(Seal)

(Seal)

STATE OF Oregon  
 County of Klamath  
 personally appeared \_\_\_\_\_ ss.

On July 19, 1978, before me

Charles R. Clark and Barbara J. Clark,  
 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they)  
 executed the same as (his) (her) (their) free act and deed.

*Almeta P. Sharp*  
 Notary Public  
 My commission expires Oct. 30, 1980

STATE OF \_\_\_\_\_  
 County of \_\_\_\_\_ ss.  
 personally appeared \_\_\_\_\_

On \_\_\_\_\_, before me

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they)  
 executed the same as (his) (her) (their) free act and deed.

*Return to  
 KETC*

\_\_\_\_\_  
 Notary Public  
 My commission expires \_\_\_\_\_

STATE OF OREGON, COUNTY OF KLAMATH, ss.  
 Filed for record at request of Klamath County Title Co.  
 this 21st day of July A.D. 1978 at 3:16 o'clock P.M., at  
 duly recorded in Vol. M78, of Mortgages on Page 15868

*W. D. MILNE*, County Clerk  
*By: Barbara J. Clark*

Fee \$12.00