锋行	
	58242 V MT 6771-M
	(c) to use the tour with the second s
	USDA-EmHA Form EmHA 427-7. OR Revised 7.8.76 REAL ESTATE DEED OF TOUCH AND A STATE OF TOUCH
	Form EmHA 427-7. OR Revised 7.8-76 REAL ESTATE DEED OF TRUST FOR OREGON
4. 4. 5	Revised 7.8-76 REAL ESTATE DEED OF TRUST FOR OREGON
	(2) YE TE BORR OF AN AND THE REPORT OF A DATA AND A DATA
e e e	The best of a first weight of the second state
	THIS DEED OF TRUST is made and entered into by and between the undersigned Monty A. Akeyson
	and _M :Linda: L.:: Akeyson, Husbard and bit of the
n	PROPERTY IN OUTPER ANY PROVIDENT OF ANY
	(3) [] redence (2) and (2) of and (10 per sector) of per sector (3) [] redence (2) and (2) of a super space (2) of per sector (2) (2) and (2) and (2) (2) (2) (2) (2) (2) (2) (2) (2) (2)
<u>م</u>	人的复数形式 (Michelle Andrease - 2019) - 2019年1月,19月1日,19月1日,1月月日,1月月日,1月月日,1月月日,1月月日,
-3-	residing to the Constitution and a structure to the
~ `	called "Borrower," and the Farmers Home Administration. United States Departure County, Oregon, as grantor(s), herein
	called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the
Ê.	Bie Gesauced, along the particle is nome Administration, United States Department of Agriculture, acting through the State Director of the Ediment Home Administration is a short of the Ediment Home Administ
	a more none Auministration for the State of Oregon whose post office and the 1000 g and
2278	Third Ave., Portlandu, , Oregon 97204, as trustee, herein called "Trustee," and the United States of called the "Government," and the United States of called the "Government," and the United States Department of Agriculture, as beneficiary, herein with price of the states of the st
101	called the "Government," and the Values none Administration. United States Department of Agriculture, as beneficiary, herein
,78	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 and definite to the order of the Government,
	described as followed by the entire indebtedness at the option of the Government upon any default by Bescher as
	Date of Instrument 135' (at a set of Find)
	Margan and reverse and the second public to the second public tot the second public tot the second public to the s
	Priming 70 Bit my compare the second of a Callance contraction in the second seco
	- PALKO2I MEALATHETE, HITCH JOANNE AND
	at 12:28 pM, and duly recorded in Volume M 77 of Mortgages on page 3252, County of Klamath, State of Oregon
	And the note endergine of or egon.
	thereof pursuant to Title V of the Housing Act of 1040
	AUU II IS THE DURDORS and intent - Cut -
· .	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 the note is held by an insured holder, this instrument the state and the note, the instrument the state and the note is held by an insured holder, the instrument the state and the note is held by the state and the note is held by an insured holder, the instrument the state and the note is held by an insured holder.
	alan scule dayment of the note, but use at the second without insulance of the note this instrument
5	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 is considered in surrance 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

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

Lot 14, Block 11, WEST CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

10

The in the office of the County Clerk of Lingeth County, Oregon. Lot 14, Block 11, WEST (2011 OCUTY, according to the official clar thank of

which said exertibled seal property is not cure sails used for agrics (high simble of gravity participations).

mort succes in thus of the following described put party schuded in the State of Chrogon & party (12) at MOW. THEAT FORE in consideration of a boundary Big (west) graphy graphy programs, we a erenie die Greenweren agaar st foos under Hallaste aan verstaalde yndigen of any defajie es. Bee ow ee werene erene erenigte Ownursers, as in the event the Gawgran set should show the investment scalar transmission in the barrier of the formation of the network the state of the state o

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profiles 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 or carpeting purchased or manced in whole of in part with loan junus, an water water lights, 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 should assign this instrument without insurance of the payment of the note, to scure 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 and e by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of borower contained herein or in supplementary agreement; the provisions of which are hereby incorporated herein and made

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

(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,

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

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, Farmers Home Administration.

(4) Whether or not the note 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. required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation,

required neterin 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 (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable rate borne by the note which has the highest interest rate.

by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advances 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 ruceived from Borrower. Otherwise; any payment made by Borrower may berapplied 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.

1400

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 so paid, (c) the debt evidenced by the note and an indeptedness to the clovernment second netroy, (a) include the netro of record required by law of a competent court to be so paid, (c) 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 provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order provide the by crediting such amount on any debts of Borrower owing to or insured by the Government of the by crediting such amount on any debts of Borrower owing to or insured by the Government.

At the request of the Government, Trustee may forcelose 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 (20). The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses

(18) "WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL PORECLOSURE 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 WITHOUT NOTICE BETOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORKOWER HEREDT WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS. THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS."

(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

security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other

such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be

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

the lief 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

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebiedness 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

(13) At allyreasonable 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.

(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

(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

(10) To comply with all laws, ordinances, and regulations affecting the property.

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.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property (9) To maintain improvements in good repair and make repairs required by the doterminent, operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained 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



(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 cumulative to remedies provided by law.

hy creditivity, such minimized cur, lied for barrower insuce to an investigation we are an even and an

目前 我会会会的

(22) Borrower, agrees that the Government will not be bound by any present or future laws, (a) provided by law. 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, include or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or tepair 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 unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes relating to frace; color, religion, sex; or national origin.

(24) 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.

(26) 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 property within 60 days after written demand by Borrower at his above post office address a deed of reconveyance of the earlier execution or 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 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.

en on a comparative bander over y hour ances (which shift) for the surgerous demand in the standard stands where the THE REAL PROCESSION AND 13 ····· WITNESS the hand(s) of Borrower this November day of 1328 ACKNOWLEDGMENT THE PROPERTY INTER PRODUCTS STATE OF OREGON? ON PERSONAL THE ALL THE MULTINE 12644 Return the broberth and an Line and there in 171 Klamath R. B. Bark COUNTY OF prenetration and a present ि जयवर्शन्त २०१२ day of ______ <u>, 19 ⁷⁸</u> •••• On this Chithis ______ for bax on the providence that the state of the state o , personally appeared the above-named Monty A. Akeyson and Linda L. Akeyson the out, gravel, eds, gos, core, or take the transplace outside Art States and Article and acknowledged the foregoing instrument to be their their voluntary act and deed. Before me: and a particular of a [NOTARIAL SEAL] Notary Public. My Commission Expires July 13, 1981 Mv Commission expires STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 13th day of November A.D., 19 78 at 2:46 o'clock P M., and duly recorded in Vol M78 of. Mortgages ____on Page_25481 WM. D: MILNE, County Clerk FEE_\$12.00 By Dernetha Deputy