USDA-FmHA

USDA—FMHA
FÖRM FMHA 427-7 OF HEAL ESTIATE DEED OF TRUST FOR OREGON
Revised 7-8-76
(Consultation of Consultation of Consultatio

SUPPLEMENTAL PROPERTY OF THE PERSON OF THE

THIS DEED OF TRUST is made and entered into by and between the undersigned STEVEN C. JENSEN

(b) Whiches or not the note is insured by the Constitution, the constitution

(3) It is during the the Covernment, to make action and monthly may be a con-

(3) In pay to the Correspondit made form and other shipping of the contract for residing in KLAMATH 10 1965 called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the

(1) to bak to subspection out the property of the power subspection State Director of the Farmers Home Administration for the State of Oregon whose post office address is 1220 SW 3RD

Henry encumbianess, commission, selferaments, occurrency, states of states AVE. PORTIAND 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:

BOWHEREAS 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: high but Annual Rate high the of instrument one there is an all the but and save partition and principal Annual Rate.

Date of Instrument one thereof and Principal Amount analysis and of Interest Due Date of Final Installment

JANUARY 31, 2012 20, 2012 MARCH

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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; but to the state of the Act of 1949; but to the state of the Act of 1949; but to the state of the Act of 1949; but to the state of the Act of 1949; but to the Act of

* 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 noto; but when the noto is held-by-an-insured holder, this instrument-shall not secure-payment of the note or attach to the dobt evidenced thereby, but as to the note and such dobt shall constitute an indemnity mortgage to socure-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:

This instrument shall secure the recapture of any interest credit or subsidy involving the loan evidenced by the note which may be granted to the borrower by the Government pursuant to 42 U.S.C. 1490a.

The same property described in Deed of Trust granted by the Farmers Home Administration, United States Department of Agriculture, acting through the State Director of Farmers Home Administration for the State of Oregon, dated January 31, 1979, Recorded February 1, 1979 in Book M-79 at page 2648 of the Mortgage Records of Klamath County.

1, 1979 in Book E-79 at page 2642 of the Korthage Records of Minests Journal Home Administration for the State of Oregon, dated January 31, 1978, Theory of Johnson 1971 1970/48 Hook M-70 at Haon 2663/27 FEB Portion Baserd of FF 1971 1871 The same property described in Deed of Trust granted by the Englishment, and in it to the constitution, but States Department of Agriculture, scring through the State Discount of a constitution of the const

the Covernment pursuant to A2 U.S.C. 14606. involving the lean evidenced by the note which may be granted to the heree as a * This instrugent shall secure the recapture of any interest estable or second which paid described real property is not currently used for agricultural, timber or graving the possess A mostly of the association with associate result for met difficult standard or amount of this

mortgages to Trusted includiowing described property stimenes in the 8-and of these are comprehensed NOW, THESELORIE in consideration of the founds Brooker hereby grather dispersion of the founds for the dispersion of the founds for the found for the fo सम्बद्धाः स्व प्रकारम् । १८४४ । इत्यानिकारम् इत्यानम् स्वतिकारम् स्वतिकारम् स्वतिकारम् स्वतिकारम् स्वतिकारम् स्वतिकारम् । १८४८ । १८४८ । १८४८ ात्रकार पहुंच २० ४ वक्षा स्वयं व स्थापका (१०४ वस १०४ १०४ १०४ १०४ १०४ १०४ १०४ १०४ ४० ४० ४० ४० ४० ४० ४० ४० ४० ४० मुक्तिमधिक मे अधिकार्य के मिन्ना कर्षिक समित्रकार में क्षेत्रकार स्थापकार सम्बद्ध स्थापका (१८० १८४ ४० ४० ४० ४० कार्यात्रकाच तथा प्राप्त कार्या क समित्रकाचार तथा प्राप्त कार्या क समित्रकाचार कार्या 🐔 - मेनाबेनेक पेत्र मेंच्या प्रक्षांत्रमा १ - असम वेत्रमास्यम्भागित्रीय सम्प्रमानकाम । अस्य प्रकार अस्य स्थापन १००० १८ - मेनाबेनेक पेत्र मेच्या प्रकार असम वेत्रमास्यमानीय वेत्रमानकाम । अस्य मान्यमानकाम । अस्य वेत्रमानकाम अस्य

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;
THE 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 thèreto 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 with a design a facility of distribution of a file

- (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.
- (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 regaid 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

(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 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

"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 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.

At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for eash 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 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 purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

Werediling such amount on any dome of Buffower owing in a insured by the Construction in the order presented on an And the state of the desired by the Constitution and the many of the constitution of the state of the constitution of the cons (21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or (21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable of otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

netwise, and the rights and remedies provided in this instrument are cumulative to remedies providing for valuation, (22) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, (22) Borrower agrees that the Government will not be bound by any present of an action for a deficiency independent of the provided by the provide Borrower agrees that the Government will not be bound by any present or future laws, (a) providing tor valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (c) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (c) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or appraisal, homestead or exemption of the property, (c) processes and property in the property of the property is appraisal. limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of finitations; (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions are limitations; (d) allowing any right of redemption or possession following any charge, as a condition of approving a which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a which the Government may by regulation impose, including the interest values the benefit of any such State laws. Borrower Porrower expressly waives the benefit of any such State laws. 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 included or consumptate of descent dower and curties.

relinquisnes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

233 If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to self repair of property to be used as an owner-occupied dwelling (herein called "the Rorrower nor anyone authorized to set or repair of property to be used as an owner-occupied dwelling (herein called "the Rorrower nor anyone authorized to set or repair of property to be used as an owner-occupied dwelling (herein called "the Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone authorized to set or repair to do so (a) neither Rorrower nor anyone any neither Rorrower nor any neither Rorrower nor any neither Rorrower nor any neither Rorrower nor any neither Rorrow relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and it 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 or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act or rental of the dwelling or will otherwise make for the sile of regarding of the dwelling or will otherwise make. or rent the awening and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will after receipt of a bona fide offer; refuse to negotiate for the sale or rental of the dwelling or will otherwise make tor rum will after receipt of a pona fide offer; refuse to negotiate for the sale or rental of the aweiling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes and will not comply with or attempt to enforce any restrictive covenants on the dwelling as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on the dwelling unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, 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

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until (25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, unless other address is designated in a notice so given, in the case of Borrower to him at his post office United States Department of Agriculture, Portland, Oregon address stated above. regulations not inconsistent with the express provision hereof.

cress stated above.

(26) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and contained begin or controlled beginning to the controlled b (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 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 address a deed of reconveyance of the shall request trustee to execute and deliver to Borrower and Borrower hereby waives the benefits of all laws requiring property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring shall request trustee to execute and deliver to Borrower at his above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance. address stated above.

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earner execution or delivery of such deed of reconveyance.

(27) If any provision of this instrument or applications of the instrument which can be given effect without the invalid invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid 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 bereaf are declared to be severable earlier execution or delivery of such deed of reconveyance. myanuty will not affect other provisions of applications of the mistraneau which can be growision or application, and to that end the provisions hereof are declared to be severable.

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