| | 11 (1) (1) (1) (1) (1) (1) (1) (1) (1) (| AND AN ANY ANY ANY ANY ANY ANY ANY ANY ANY |
|---|--|--|
| · · · · / · · · · · | 0 | |
| 3 1 4 1 1 1 1 1 1 1 2 1 3 | x = 1000 | n •••••=• |
| -1 | 0-1 701 | M - S - 18 |
| teristic de la construcción de la c | | 9-3-ј |

V STATES SERVICE STATES

USDA-FmHA. Form FmHA 427-7 OR Revised 7-8-76

2

::->

07

REAL-ESTATE DEED OF TRUST FOR OREGON

Position 5

(Rural Housing)

75469 THIS DEED OF TRUST is made and entered into by and between the undersigned _____MARGARET_K. HALL, min me that available collargants received from Bancaset. Otherwast and provide the construction of the co and no take as estate in fee simple by Bouwer, o the Covernment with our demand at the place dedonated in the sport more statements (5) All advances by the Covernment remeaning in the meaning of such territory with the rest of the rue boine by the role suich bas the numeri unerest rates the course period setting the product interaction of the second of the s called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the agessioner, astroast pleanant and other thanges apon the rowtgeled provides. State Director of the Farmers Home Administration for the State of Oregon whose post office address is 1220 SW Furners from Astronomication 3rd AVE ... PORTLAND 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 a plance polace Burgers shall contain repartment of Agricu-WHEREAS 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: Activity is being of the entire indeptedness at the option of the Government upon any default by Borrower, and Date of Instrument is an indepted by penalty of the Government and a Annual Rate Different Due Date of Final October. 75, 1979 542,500.00 9.0% Interest October 7520 Borrower, contained her in or the supplementary agreement, the proverous of which are herein the second second October /5,2012 made by the Covernment, with interest, as hereinafter described, and the perform need and the restored any default by Education and (a) in any event mut at all times (o second the prompt particle of all all and the

apreament intern to indicate v and size halfmass the Gove number sound (as and it is preased as a sursprease det available destroit and any appointed consider therein encloses a second terms of the second second a second terms of the second seco

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 Viof the Housing Act of 1949;116 wate to prove the control of 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 mortgage to rsecure 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 da | | | 친구 승규는 것을 많이. | 19. 동물의 일종을 알려진다. 19. 동물의 일종을 알려진다. | |
|---------------|-----------------------|--|---------------------|--|-------------|
| Block 6 | scribed real property | is not currently used fo CR SPORTMAN'S | agricult. 1 | | |
| DIUCK 02 | KLAMATH RIV | ER SPORTMAN'S | E CITA TTO C | or grazing purposes: | Lot 1 |
| state of | Oregon. | | LOIATES, in | the Country | f V |
| 양은 방지 않는 것은 | 화 영화 영국 관계 위험을 얻을 | 중요 전망 건물을 위한다. | 전 김 영상 영상 등 것 같아. | y | Jr Kramath, |
| | | 사실 방문에는 것은 가장에 있는 것이다. 같은 것은 것은 것은 것은 것은 것이다. | 영양 이는 것은 것을 받았다. 같은 | | 27284 |

Vol. 79 Page 24280

State or Oregon. BLOCK 6, KLAMATH RIVER SPORTMAN'S ESTATES, in the Countyoot which said described real property is not currently used for agricultural, induct or gravity purposes

Klamatu

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"; on the new of the second TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns forever;

9IN 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

art hereof. The First of the property and the BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the property and the a part hereof. 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 follows and acceleration of the curite indepreduces at the opinion of the covernment upon any detact

(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: mera Home Administration, United States Department of Agreeners, as reached 3-(2) Tolpay to the Government such fees and other charges as may now or hereafter be required by regulations of the

2(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, Farmers Home Administration. 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 repaid 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. SEL

75469

Revised 7.2.36 Each Engly 453-3 03. 0503 10400

CONTROL 2

(Rural Housing) REAL-ESTATE DEEM OF TRUST FOR OBLOOM



21日270×109

22663

កេល ៩៩៨៨ ៩៩

State State

24282

(17) To pay, when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against Attent: 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 demand receipts evidencing such payments.C

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property by the Government.

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 and proving agreement, (whether before, or after default), including but not limited to costs of evidence of title to and 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 hereof.

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 story are pectated to (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 imake 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 Appliquate 1,903

(18) "WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL by law. (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 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."

(19). At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for each 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 posted notices, and at such such the content and its agents may be and parenase as a sharper, rease at his option in y 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 accordance herewith. 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 (I) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or other sal 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 the eggs by creduing such amount on my debut of Borrower owns to or insured by the Coveniment, in the order presender 54583pid (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.

(22) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, 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 (c) 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, inchoate 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 repair 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 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 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 regulations not inconsistent with the express provision hereof.

(25) Notices given hercunder 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, United States Department of Agriculture, Portland, Oregon 97205 and in the case of Borrower to him at his post office mane for materies into an inder the Sol Talina

66(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 shall request trustee to execute and delivers 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 needing to a construct the construction of the such deed of reconveyance needing to a construct of the construction of the such deed of reconveyance needing to a construct of the construction of the such deed of reconveyance needing to a construct of the construction of the such deed of the construction of

(27) "If any provision of this instrument of application thereof to any person or circumstances is held invalid, such invalid, such invalid 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.

(16) Default furfconder shall consultated fuelt mater any substitution real enter an and the start of the security material of material py the Government and accorded or assumed by the security accorded or assumed or assumed by the security accorded or assumed or as a security accorded or as purchased in a cooperative lending agency in connection, why such actor

real form the cutratical amonus to bay the international and international desired in the state of the state

(15). (Lot any sure it shall appear is the Generations ind, it areas is not to

indebtedness representation as surgified by the Government no her of process parso, of the hopping to the covernment <u>NOUAO</u> energy Coupers of the hadrate toothan suberglood for the MARGARET K. of any indeptadment in ind Covernment secures bereby, to use from hould, to the C (14) The Ouvernment may extend and doter the meature of and represent contraction

and agreements contained fistem of in day supplier is near spice ---a produces of the second states of a constant (13) At all removable times the importance it of ACKNOWLEDGMENT

annonling to be a detached, and no instruct instruct to be **CEON** Detacations of the part anoundered, volumerly, or otherwise, without the written shafter of the coveringent interforment and the coveringent interforment and the states of the coveringent interforment and the coveringent interforment and the states of the coveringent interforment and the states of the coveringent interforment and the coveringent interforment and the coveringent interforment interforment and the coveringent interforment migned, rounded by the otherwise, whood, the without of the states of the states of the second states of the state

COUNTY OF <u>Krama LII</u> and the second during of <u>October</u> (19 - 79), personally appeared the above-named abon this <u>County of the county of t</u> annow of the program and priority hereof and to die endorgenerical or the complement with the provisions that Margareta K; a Hallia Constituted for extension cationaph accesses were sented

(10) To solve by will all have ordinances and remaining after the proper

and acknowledged the foregoing instrument to be her user and recently voluntary act and deed. Before me: at unantiment of the foregoing instrument to be at the recently voluntary act and deed. Before me: at the construction of a set the basic rate and bescope and not construct the construction of the set the construction of the set the construction of the constr

After recording return to: Transamerica, Title Ins. Co. batta accured gene and tradel 600 Main Street shifts and the more thanks for super-

4.65

Notary Public.

Deputy

Klamath Falls ; OR 97601 meaning of any series and 1 Julie Attent:

STATE OF OREGON; COUNTY OF KLAMATH; ss. .

I hereby certify that the within instrument was received and filed for record on the 15 th day of _o'clock___P___M., and duly recorded in Vol__M79 October A.D., 19 79 at 3:34

24280 on Page Mortgages

FEE \$14.00

of

WM. D. MILNE, County Clerk By Servedias holoch

23