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USDA-FmHA Form FmHA 427-7 O Revised 7-8-76			/Page <u>27037</u>
THIS DEED OF TRU	UST is made and entered into by and betw	veen the undersigned	
	ane Ward	in the species	
	San La Un Mangara (Suntan Sunta Agrico) Turi (1976) Dublit Ula Mas Da Differi		na series de la companya de la comp Nota de la companya d
	Klamath the Farmers Home Administration, Un		
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• Portland, Ore	ners nome Administration for the State	of Oregon whose post office a	ddress is <u>1220 SW Thir</u>
America, acting through called the "Government,"	the Farmers Home Administration for the State , the Farmers Home Administration, Unit	of Oregon whose post office a ustee, herein called "Trustee ed States Department of Agri	ddress is <u>1220 SW Thir</u> ;" and the United States of culture, as beneficiary, herein
Portland, Ore. America, acting through called the "Government," WHEREAS Borrower agreement(s), herein call authorizes acceleration o described as follows:	the Farmers Home Administration for the State the Farmers Home Administration, Unit and: is indebted to the Government as evid led "note," which has been executed b of the entire indebtedness at the option	of Oregon whose post office a ustee, herein called "Trustee ed States Department of Agri enced by one or more as	ddress is <u>1220 SW Thir</u> ;," and the United States of culture, as beneficiary, herein
Portland, Ore. America, acting through called the "Government," WHEREAS Borrower agreement(s), herein call authorizes acceleration o described as follows:	the Farmers Home Administration for the State , the Farmers Home Administration, Unit	of Oregon whose post office a ustee, herein called "Trustee ed States Department of Agri enced by one or more as	ddress is <u>1220 SW Thir</u> ;," and the United States of culture, as beneficiary, herein

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 secure 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

SEE LEGAL DESCRIPTION AS IT APPEARS BELOW***

70 1101

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

*** All of Block 5 of First Addition to Fort Klamath, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING therefrom the Southerly 20 feet thereof conveyed to the State of Oregon by Deed recorded March 25, 1933 in Volume 99, page 498, Deed Records of Klamath

TOGETHER WITH that portion of vacated Cross Street adjacent to said Block

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on the disc star thereof. IOCETHER STELL STAT POLICIAN OF WHICH AND TIDER SETONE ADJACENC TO SAME TO SAME

ConstR Occion. AND ENCEPTING Cherefrom the Southerly 20 feet thereof conveyed in the Scart of Oregoe by Deed recorded forch 25, 1933 in 701ame 79, page 438, Dued records of classical charges on file in the effice of the County Clerk of Marsch Gaury, Crenon, SAUNT *** All of Block 5 of First addition to Fort Klamstny actorised to in <u>Statisti</u> 27038

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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;

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 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 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: see acceleration of the entite independence of the endored in the Government interests of the re-

(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. using pourse sectors and concerned and a probability of the sectors of the

(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.

2: (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 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.

(Kuru Housing)

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(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against (7) To pay when due all taxes, liens, judgments in connection with water, water rights, and water stock pertaining to or Raiblennd On + 97205 (1) 10 pay when use an taxes, hens, juggments, encumorances, and assessments lawrung attaching to or assessed against the property; including all charges and assessments in connection with water, water rights, and water stock pertaining to or the property; including all charges and assessments in connection with water, water rights, and water stock pertaining to or the property, including an 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 Hereints evidencing such payments.

 (o) To keep the property market as required by the Government; operate the property
(b) To maintain improvements in good repair and make repairs required by the Government; operate the property
(c) 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 III a good and nusuanomanike manner; comply with such farm conservation practices and farm and nome 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 des coal or other ministels event as may be necessary for ordinary domestic purpose.

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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 priority nereot and to the enforcement of or the compliance with the provisions hereot and of the note and any supplementary agreement (whether before on 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 evidence survey for the property costs of recording the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or any portion the written of the Covernment. The Covernment of the Covernme (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or enumbered, 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 of advertising, selling, and conveying the property.

(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 hereof.

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

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production indebtedness secured hereby, except as specified by the Government in writing. 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

terms for roans for similar purposes and periods of time, borrower win, 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 purchased in a cooperative lending agency in connection with such loan. (10) Letaun nercunder shan constitute default under any other real estate, or under any personal property of 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 performance or discharge of any obligation in this instrument or secured by this 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 inote and any indebtedness to the Government hereby secured immediately due and pavable (b) for the account of Borrower incur and pav reasonable expenses for repair or maintenance of and take (a) use and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take 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 evidence and without notice or nearing or 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 (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 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 ime 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 conduct such sale, without being personally present, through his delegate authorized by him for such purpose orally of m 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 accordance herewith

(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 revidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of accordance herewith. so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) interior nens 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 force law or other sale of all or any part of the property, the Covernment new my the dark of the purchase price bilder 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.

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(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 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, United States Department of Agriculture, Portland, Oregon 97205 and in the case of Borrower to him at his post office atis technicialism address stated above. and require

(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 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.

(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.

(10) Detroit determinist stall through default pader and tohen real action of many parts (20). Instrument held on ordered by the Covernment and recented of managed by gradienter. Ad-antice and the state of the state of the covernment and recented of managed by gradienter. purchand in a compact learbriding agency. In compaction with such and

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On this <u>l6th</u> November personally appeared the above-named y or the company approximation with the bross (the second starting approximation with the second starting approximation approximat

and brother for the **Martha Jane Ward** is extended for the second of t 14411 To obtain which all do is all departed and features of factors show the ly-

her voluntary act and deed. Before me: and acknowledged the foregoing instrument to be _____f

្រូវ ខេត្ត លោកដែល Notary Public. [NOTARIAL SEAL]

after recording return to: My Equimission expires July 13, 1931 formire Hame administration

U.S. Opt. of aquecieture

Portland Bre, 97205

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the <u>16th</u> day of November A.D., 19 79 at 3:31 o'clock P M., and duly recorded in Vol M79

of <u>Mortgages</u> on Page 27037

FEE_\$14.00

WM. D. MILNE, County Clerk By Dinnicha Aclorch Deputy

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