ï	24	DA	0	ź
	ta (34	Je	J

Position 5

USDA-FmHA	2월 14일 월 14일 월 29일 월 20일 월 20일 월 20일 월 20일	Ma Mal I	-do 1903
Form FmHA 427-7 OR			
(Rev. 3-10-80)			
Aura attraction, is obtaining	REAL ESTATE DEED OF T (Rural Hou	RUSI FOR OREGON	
K34677	하는 것 같아요. 한 것 같아요. 말한 것은 사람은 것은 것 같아요. ㅋㅋㅋ	사실 프로운영 방법을 위한 것 같아요. 이 있는 것 ? 이 있는 것 같아요. 이 있는 것 같아요. 이 있는 것 ? 이 있는 ? 이	
(1) [1] [1] [1] [2] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	的复数形式的复数形式的 1000 的复数形式 1000 的复数形式的复数形式的复数形式 1000 的复数形式 1000 的复数形式 1000 的复数形式 1000 的复数形式 1000 的复数形式 1000 的复数形式 1	4. The first second se second second sec	
THIS DEED OF TRUST is r	nade and entered into by and bet	ween the undersigned	
Erec	d A. Fowler and Det	王朝 (1999年1月1日日日)	
けっちにからすがいわらい 高額 むられ わちらや おう おけいじ りずれつうれ	日本でも 連接 「「「」」「「」」」、「「」」、「」」、「」」、「」」、「」」、「」、「」、「」		
Lessen in the new second states	husband and w	7ife	
물이는 것을 많은 것은 것은 가지가 하는 물건에 관심했다. 등			
residing in		County, C	regon, as grantor(s), herein
called "Borrower," and the Farm	ners Home Administration, Unit	ed States Department of Agri	culture, acting through the
法国际和经济和资源取得都省组织的。 法自动消息 化	经增多数法律者有关的问题问题 化应应等效应 化十三	the construction and can serve a reaction of the	
State Director of the Farmers Hon	ne A dministration for the State o	f Oregon whose post office add	ress is $P.O.$ Box 132
Klamath Falls,	0		
States of America, acting through ficiary, herein called the "Governm WHEREAS Borrower is ind agreement(s), herein called "note," izes acceleration of the entire indo as follows:	ebted to the Government as evic 'which has been executed by Bo	lenced by one or more promis	sory note(s) or assumption
	17 Tincinal Amount	Annual Rate of Interest	Due Date of Final Installment
	• 网络科学校 网络电影学校 法自己的自己 正心	ほしゅう 急険 登り込む 生気のたわれ キャッシュ	e e transferier de la la constanta da la co nstanta
전 같은 것 같은 것 같아? 이 같은 것 같은	\$6,680.00	13.25%	8/4/2014
8/4/81 ⁽¹⁾ (0,17/3, 771) (1,10) 8/4/81	\$6,680.00	13.25% 8.75	8/4/2014 1/22/2012

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;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S C. § 1490a.

NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants bargains, sell, 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:

Lot 3 in Block 7 of City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

This Deed of Trust is also given to further secure the obligations secured by hereinbefore described Deed of Trust to the Government, which Deed of Trust shall remain in full force and effect.

FmHA 427-7 OR (Rev. 3-10-80)

在40月末间出现中的AF 子前 (約)

3 MAC

Trush shall remain in full form and clicc.

by paratyperore delicity pear bear true F to the column on strong pear RUTE THEO OF INTERITI GIRD CONTACTOR FOR A GAT THE TOTAL SECOND

Credon.

phillis communit entensit to as the ct station

toe state shoet 7 off city of metrilly accordence to the Content star

YOW THERE ORE, In cother for the foundat Entropy access access the second state of the

And the inscriment also provide the equivalence of figs is their realized provide the provident of the second s

moetgages for functionate following (therefold all operations are not the State of Congrout Control and

Receipe on strengeneric of the county of the strength of the s

which said destribed and property failed frame, dy ased for agricultand, includen or gravity after an

contraction as in the event the state of substances which the first state of the st 701 IF R. m. En.Sommer 1014 and the statistical financial financial and statistical financial VIDIDICIONY

to secure the Bovernment contract for an Pin the estimate a contrart by remonit of any desired and the second the note of a fact, to the dely evidenced from the bott of the fit and and evid that the

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 capreting 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-ill of which are herein called "the property";

TO HAVE AND TO HOLD the property unto Trustee, Trustee's 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 al' advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein of in supplementary agreement, the provisions of which are hereby incorporated herein

and made a part hereof. BORROWER for Borrower's sell. Borrower's 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 whatso-ever except any liens, encumbrances easements, reservations, or conveyances specified hereinabove, and COVENANTS

(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 and a second seco 的复数动力 医静脉的

(2), To-pay 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.

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 Elorrower 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.

All advances by the Government as described in this instrument, with interest, shall be immediately due and $(5)^{\circ}$ 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 Borrower's 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

(6) To use the loan evidenced by the note solely for purposes authorized by the Government. 02D9-1.0049

 ~ 923

13905

(F)

SANT

的复数制

1. 19 3

(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 against the property, including an energes 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

一,可以出现了一下。""这个人,我们就是

8

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at demand receipts evidencing such payments.

To maintain improvements in good repair and make repairs required by the Government; operate the property its request, to deliver such policies to 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, plans as the oovernment from time to time may presence, 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.

(1,0), 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 suppleand priority netcor and to the enforcement of a the compliance with the provisions netcor and or the note and any suppre-mentary 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 ad-

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or vertising, selling, and conveying the property. encumbered, voluntarily or otherwise, withou: 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 covhereof.

enants and agreements contained herein or in any supplementary agreement are being performed. (14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt

evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate is lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unloss the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by

applicable law, shall not be a waiver of or pre sluce the exercise of any such right or remedy. (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production (13) It at any time it shan appear to the covernment that borrower may be able to obtain a four 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 secured 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 other security instrument shall constitute default hereunder. this instrument, or should the parties name d as Borrower die or be declared incompetent, or should any one of the parties named as Borrower beideclared 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 i nmediately 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 applica-tion 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 by law. (18) 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 or al proclamation at the time and place appointed for such sale and correction made time to time without other nonce than o at programation 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 Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser of the desire sale that the conclusive authorized by Trustee's delegate authorised by Trustee's delegate authorized by Trustee's delega at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's dele-

at foreclosure sale shall be solved and the shall be applied in the following order to the payment of: (a) costs and expenses (19) The proceeds of foreclosure ale shall be applied in the following order to the payment of: (a) costs and expenses (19) The proceeds of foreclosure ale shall be applied in the following order to the payment of a competent court to be insident to enforcing or complying with the provisions hereof (b) any prior liens required by law or a competent court to be insident to enforcing or complying with the provisions hereof (b) any prior liens required by law or a competent court to be insident to enforcing or complying with the provisions hereof (b) any prior liens required by law or a competent court is a solution of the provision of the in ident 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 Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of the successful record required by the Government, and (f) any lalance 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 processible pice by crediting such amount on any liebits of Borrower oving to or insured by the Government, in the order prescribed above. above(S())

13906

(20) All powers and agencies g anted 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.

(21) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rats 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.

(22) 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 Borrower will, after receipt of a bena 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.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) 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 at the post office address

(25) Upon the 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 Borrower's above post office address a deed of reconveyance of the property within 60 days after willten demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(26) 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.

WITNESS the hand(s) of Borrower this ______ day of

167 **)**

August . 19 _81 nille and annually a start Schuler Durez to PERFORM COMPANY AND en en angen an na 16 16 16 1 Para an International an K Falls (14) Jumple and write and evaluation in the second state of the second st how which all more delivered from a **武器等的推动的**有关的形式。 ACKNOWLEDGMENT FOR OREGON STATE OF OREGON Klamath j COUNTY OF 经推进资源的 医小疗的 4th On this _day of ____ Argust R personally appeared the above-..., 19 _ Fred A. Fowler named and Debbie Fowler The state of the second second million and Salaakiniga Capital Adv. 1941 and acknowledged the foregoing instrument to be their voluntary act and deed. Before me n († 1997) 1977 - Friedrich State Statement († 1977) 1979 - State St 1979 - State St S \$ The first of the second s (NOTARIAL SEAL) 的复数的复数形式 Motar My Commission expires STATE OF OREGON; COUNTY OF KLAMATH; 55. I hereby certify that the within instrument was received and filed for record on the Athday of August A.D., 1981 at 11:31 o'clock A M., and duly recorded in EVELYN DIEHN Vol <u>M81</u>, of <u>Mortgages</u> on page 13903. COUNTY CLER Fee \$ 14.00 deputy