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pattower us/ ps slighted on the REAL ESTATE DEED OF TRUST FOR OREGON with interest, shall be repaid from the first available (Rinal Horising) preside by furrower to the Gövernment without demand at the other derivative to the laws, we are a second solution to the

(5) All advances by the Covernment as described in this meritaness, which for THIS DEED OF TRUST is made and entered into by and between the undersigned _____ servation, morection, of enforcement of this time, as parameter or the personal of the records of the records of

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(4) Whether or not the more is insured by the discretion and the large discretion of the large discretion of the

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residing in P.O. Box 245, Malin, OR 97632, Klamath

_ County, Oregon, as grantor(s), herein called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the all times when the note is held by an insured harder. Borrowst such contract structs

State Director of the Farmers Home Administration for the State of Oregon whose post office address is _1220 SW Third (i) In nor heading show the only independence of the construction Avenue, 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 beneconcloserty, herein called the "Generative reality and tweet 2 more than the bootstand and the "Generative and the set a state of the set of th

HEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption cagreement(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

22es acceleration of the entries modeledness at the option of the option of the option of the section of the product of the entries of the product of the option option of the option Due Date of Final ment should ussign this instrument without insurance of the payment of the hour to second Installment August K6: 1981 PRTHELESS \$50,000100, when the note is note 13:52% usus of far shaps and

August 6, 2014 😁f any part thurcof or interest therein all of which are herein called "his projects

thereto, and all phymicals are inner wing to Bendered by virtue of any solid pape. It and there is a second comparison of or expressive purchased or finances in whole or in non with ben failes all with the restriction of the second s

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 or any other statutes administered by the Farmers Home Administration;

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;

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:

Lots 18 and 19 in Block A of RAILROAD ADDITION to the City of Malin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the Southerly 30 feet conveyed to the City of Malin in Volume 80, page 442, Klamath County Deed Records.



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payaole by borrower to the Government without demand at the place designated in the latest note and shall be secured here-by. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, by, 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 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

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts (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 Borrower when due, as well as any costs and expenses for the prerequired herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the pre-servation, 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) 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 here-

(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.

all times when the note is need by an insured noider, borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-(1) 10 pay promptly when due any indeotedness to the Government hereby secured and to indemnity and save harm-less the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At less 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 Govern-

property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoproperty and the title thereto unto i rustee 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

any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expendi-tures made by the Government; with interest, as hereinafter described, and the performance of every covenant and agree-Tures made by the Government, with interest, as nereinatter, described, and the performance of every covenant and agree-ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein ment tot Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the benefit of the Government against all lawful claims and demands whatto-

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern-IN IKUDI; NEVERINELEDD, (a) at all times when the note is held by the Government, or in the event the Govern-ment should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and ment 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 any renewais 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 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 agreement herein to indemnity and save narmiess 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 expendi-

Volumentaries together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and togetner with all regences and income therefrom, all improvements 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 profits thereof and revenues and income incretrom, 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, reasonably necessary to the use thereot, including, but not limited to, ranges, retrigerators, 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 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-all of which are herein called "the property"; TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;

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And it is the purpose and intent of it is instrument that, among other theory, of the receiver a second second

And this institution wise secures the recapture of any inferest credit of subsidy which can approximate a state of a constraint of a state. to secure the Government against joss under its manance contract by reason of any density by Berrowstr And the instrumentates secures the recenting occany inforce configure envelopments where any the note of attach to the debt evidenced theraby, but as to the noto and notal debt, that strategic as a second the note of the debt of the second se shall secure payment of the noise but when the noise is held by an instruct holder, this cash is that the second standard that are no the anti-and standard shall shall be a second standard shall be a second standard s chie a 12 no puper and the Government chiefd aster. Into his national with all sectors and the Government chief by an instand holder, this many an endowing a sector but taken the note in field by an instand holder, this many an endowing a sector but taken the note in field by an instand holder.

montrages to Trustee the following described property situated in the State of Orogent Contriguent NOW. THEREFORE, in consideration of the loan(s) Borrower dereby grants (automics) and service subservices of an analysis of the following december moments entered in the following consideration and an analysis of the following december moments entered in the following consideration and the following december of the following constraints of the following december of the following constraints of the following december of the following constraints of the following constraints of the following december of the following constraints of the following december of the following constraints of the following december of the following constraints of the following constraints of the following december of the following constraints of the fo by the Government pursuant to 42 th S.C. \$14903

byte 18 and 16 in Block Wof RAILHOAD ADDITION 30 the control of call official plat werear on the is office of the control of the organization of the Block were control of the control of the Organization of the heat of the control had become werear of the heat of the control had become. which said described real property is not currendy used for surrealizing, timber or graving purposes.

Volvene So, page 142. Klassen County Deed Records.

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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

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against 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 navments (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 in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management

in a good and husbandmannee manner, compty with such faith conservation practices and faith and nome 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 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

(11) 10 pay or reunourse 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 hereof and to the emorchient of or the compliance with the provisions hereof and or the note and any supple-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 (12) includer the property not any portion discontonimetest morent shall be reased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and evolutive rights as bareficient, becaude including the transferred to the point to the context of the sole vertising, selling, and conveying the property.

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 cov-

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 hereof.

(14) The Government may (a) extend or deter 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 liable under the note of for the dept from hability to the Government, (c) release portions of the property and subgranate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting its hen, and (u) waive any other of its rights under this instrument. Any and an 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 the nen or the priority of this instrument or borrower's of any other party's haomity to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by note or debt secured by this histrainent unless the Government says otherwise in writing. HUWEVEK, any torbearance 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 available to produce the provide the prov

applicable law, shall not be a waiver of or preclude 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 (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 with loan in sufficient amount to part the parts and any indebtedness control berefit and to part for any tools of the parts and periods and periods and periods of the parts and periods and periods and periods and periods are control berefit and to part for any tools are periods and periods and periods are periods and periods and periods are periods are periods and periods are periods are periods are periods and periods are periods are periods are periods are periods are periods are periods and periods are periods are

such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other be purchased in a cooperative lending agency in connection with such loan. 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 named as Borrower die or be declared incompetent; or should any one of the parties uns instrument; or should the parties named as bollower the or be declared incompetent; or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Governnamed as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Govern-ment; at its option, with or without notice, may: (a) declare the entire amount inpaid under the note and any indebted-ness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay ments at the government hereby secured immediately due and payable, or correct or root the property (c) upon applies ness to the government hereby secured multiplicately due and payable, (b) for the account of borrower ment and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon applicareasonable expenses for repair or maintenance or 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, 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 each or secured credit at the option of the Government; such sale may be adjourned from the property as provided by law, for each or secured credit at the option of the government is the secure of the secure o

time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made time to time without other notice than oral 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 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 authorized of the vertice of 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 at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's dele-

gate duly authorized in accordance herewith. (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (a) provide the proceeds of foreclosure sale shall be applied in the following order to the payment of: (b) any prior liens required by law or a competent court to be so paid, (c) at the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid, (c) at the Government's option, any other indebtedness of the purchase rower, owing to or insured by the Government, and (f) any balance to Borrower. In case the Government, in the order prescribed bidder at foreclosure or other sale of all or any part of the property, the Government, in the order prescribed price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above. (b)

above. (0)

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space(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise sand the rights and remedies provided in this instrument are cumulative to remedies provided by law. otherwise; and the rights and agencies granted in this instrument are coupled with an interest and are irrevocat otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

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 main-tenance 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 regula. tenance 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 regula-tion imposed including the interest rate it may charge as a condition of approving a transfer of the property to a new Bor. brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regula-tion impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Bor-rower. Borrower expressive waives the benefit of any such State laws. rower. Borrower expressly waives the benefit of any such State laws. rower. Borrower expressive 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 rent the dwelling and has obtained the Government's consent to do so fa) neither Borrower nor anyone authorized to act 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 bona fide offer refuse to registrate for the sale or reptal of the dwalling or will otherwise 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 bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make provide because of race color religion set of national origin and (b) Borrower

for Borrower 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 recommized as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on the make unavailable or deny the dweiting 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 future regulations not inconsistent with the express provisions hereof.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its (24) Notices: given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and other address is designated in a notice so given in the case of the Covernment to Farmers Home Administration

(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 stated above.

every condition; agreement and obligation; contingent or otherwise, contained herein or secured hereby, the Government shall remest trustee to execute and deliver; to Borrower's above nost office address a deed of reconveyance of 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 written demand by Borrower and Borrower hereby waives the benefits of all laws reshall 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 written demand by Borrower; and Borrower hereby waives the benefits of all laws re-mirring earlier execution or delivery of such deed of reconveyance ng earner execution or derivery of such deed of reconveyance. (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such affect other provisions or applications of the instrument which can be given effect without the invalid. invalidity will not affect other provisions or application thereof to any person or circumstances is held invalid, such provision or applications of the instrument which can be given effect without the invalid, such provision or application and to that end the provisions hereof are declared to be severable

Provision or application, and to that end the provisions hereoi are declared to be severable. Conservation and the publicas and periods of time devices and the devices of the

bbs WITNESS the hand(s) of Borrower this <u>6th</u> day of <u>August</u> the Constant states of the advances of the manual states of the s [hipm hulps, the dept. is for the dept. is on particular by the Construct diamated as Statutes and the dept. is for an interpret of the dept. In the dept. is constructed for the dept. n' and macoupents canton in the Government and the second of Detection

Detect: Elbordinations and suit soften and an insured bracks, and manage that the statistic traction of traction of the statistic traction of traction of the statistic traction of tractistic traction of traction of tractistic t Chooling thous and subjection and no mental points from the sub-chool of the distribution of the subjection of the subje STATE OF OREGON On this State of the State STATE OF OREGON

Fee \$ 14.00

State of OREGON: COUNTY OF KLAMATH: ss.

State of OKEGON: COUNTI OF NEWWAIN: 55. I hereby Certify that the within instrument was received and filed for record on the
 K+h day of August
 A.D., 19 81 at 10:23
 O'clock A
 M., and duly recorded in

 Vol M81 of Mortgages
 On page 14032
 EVELYN BIEHN

 O COUNTY CLank

By Dernethand Letach deputy