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Vol. 3182 rage 4500-

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

REAL ESTATE DEED OF TRUST FOR OREGON (Rural Housing)

	(Rural	Housing)	Y
THIS DEED OF TRUST is ma	de and entered into by and be BEVERLY R. PRO	etween the undersigned	
	· · · · · · · · · · · · · · · · · · ·		
residing in KT.AMA mer			***************************************
residing in KLAMATH called "Borrower," and the Farm State Director of the Farmers Hom Klamath Falls, Orego America, acting through the Farme called the "Government," and: WHEREAS Borrower is indebte agreement(s), herein called "note, authorizes acceleration of the enti described as follows: Date of Instrument	e Administration for the State 2D, 2005 20 9.7601, as its Home Administration, Ur	e of Oregon whose post office a trustee, herein called "Trustee ited States Department of Agric	ddress is P.O. Box 1328 and the United States of culture, as beneficiary, herein
	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
4/9/1982	47,490.00	13.25%	4/9/2015

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;

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

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

Lot 1 Block 4 of Meadowglenn, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

4501

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 threof, 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;

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The particular technologies are described as the state of the state of

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 Covernment 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

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

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be re, aid 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.

4200

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without

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

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening in the contract of the country of as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, ressering or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any or impariment of the security covered netery, or, without the written consent of the Government, cut, to timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien (11) 10 pay or reimourse the Government for expenses reasonably necessary of incidental to the protection of the nem and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and supplementary 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 supplementary 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 supplementary 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 supplementary 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 supplementary 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). supplementary agreement (whether before of after default), including but not infinite to costs of evidence of the to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses

or auvertising, sening, and conveying the property.

(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 enumbered, voluntarily or otherwise, without the written consent of the government to grant consents partial releases and applications including but not limited to the power to grant consents. encumpered, 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, and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, and excusive fights as beneficiary hereunder, including but not infinited 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

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(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants

and agreements contained herein or in any supplementary agreement are being performed. (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, or any inneutenness to the Government secured nereby, release from hability to the Government any party so hable 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 Covernment of Borrows or any other party of the liability to the Covernment of Borrows or any other party. telease portions of the property from and subordinate the neithereor, and waive any other rights neredinder, 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 included the control of the

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production discrepation. indebtedness secured hereby, except as specified by the Government in writing. (15) It 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 terms for loans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for any stock necessary to be such loan in sufficient amount to pay the note and any indebtedness secured bereby and to pay for any stock necessary to be such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be surchassed in a connective leading agency in connection with such loan

(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. 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 (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 instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an instrument, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may insolvent, or make an assignment for the benefit of creditors, the Government hereby secured immediately declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately declare the entire amount unpaid under the note and any reasonable expenses for repair or maintanance of and table 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
- (18) "WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL PORCECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE DUBLICATION OF THE NOTICE OF SALE THE HORROWED HEREBY WAIVES 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 as provided by law, for easit of sectified credit at the option of the coveriment, such sale and correction made on the time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the unter without other notice than oral proclamation at the time and place appointed for such sale and correction made of the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may product such sale without below to appoint the delegate method for such sale without below to appoint the poster of the sale without below to appoint the sale without posted notices, and at such sole the covernment and its agents may one and purchase as a stranger, trustee at its opinion may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in conduct such safe without being personary present, intough ins delegate authorized by min for such purpose drany of my writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at loreclosure safe will be concluded by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data and conducted by Trustee personally or though his datasets data. writing and trustee's execution of a conveyance of the property of any part thereof to any purchaser at rolectosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so rold (c) the debt evidenced by the note and all indebtedness to the Government secured bereby (d) inferior liens of incident to enforcing of comprying with the provisions neteor, (o) any prior nens required by law of a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) interior liens of so paid, (c) the debt evidenced by the note and an indebtedness to the Government secured nereby, (d) interior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder of forest forestering or other sale of all or sources of the respective or other sale of all or sources. Borrower owing to or insured by the Government, and (1) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(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.

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and and on any diship of Borrower owing to or anymod by the

(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 (e) 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 address stated above.

(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.

September 1986 April 1				
WITNESS the hand(s) of Borrower this	9 TH	day of	APRIL	, 19
WITNESS the hand(s) of Borrows and Land	-	Bluty & John	L. Proce	45 <u> </u>
A STATE OF THE STA	Al North			
STATE OF OREGON	ACKNOWL FOR OI			
COUNTY OF Klamath	}	ss:		
On this day of _	Aprîl ERLY PRO		2 , personally appeared verly K. Proc	•••
and acknowledged the foregoing instrument to be	e HER	voluntar	y act and deed. Before	Motary Public.
Former Home (In [NOTARIAL SEAL] P.O. Box 1328 Klamath Fall,		My Commission expi	res <u>8-5-83</u>	
STATE OF OREGON: COUNTY OF K I hereby certify that the wi record on the - 9 day of and duly recorded in Vol M	April A 82 of	1.D., 19 82 a	on page <u>4500</u>	filed for clock p M,
Fee \$ 16.00	by	Joyce Me	\bigcirc /	Deputy