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THIS DEED OF TRUST is made and entered <u>TOOD R. CREER and DENA M. CREER</u> residing in called "Borrower," and the	Richushan a line undersigned
residing in the second se	tration, United States Department of Agriculture, acting through the 97603 As the
State Parmers I	tration, United States Department of Agriculture, acting through the the State of Oregon whose post office address is <u>P.O. Box 1328</u> Administration, United States Depart "Trustee," and
otate Director of the Family Home Administ	nan an
Klamathan Administ	the State of Oregon whose post account of Agriculture, acting through a
States of Amail	Administration, United States Department of Agriculture, as grantor(s), herein 97603, as trustee, herein called "Trustee," and the United Administration, United States Department of Agriculture, as bene- bed by Borrower, is payable to the order of t
liciary, herein called acting through a greece	in Culture, acting throws
WHEREAS Borna "Government"	97603 post office address is D o
izeria (s), herein out is indebted and	auministration trustee, hereis
August 27, 1984 August 28, 100 August 28, 10	97603, as trustee, herein called "Trustee," and the United Administration, United States Department of Agriculture, as bene ad by Borrower, is payable to the order of the Government, author- of the Government upon any default by Borrower, and is described Annual Rate of Interest
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Date of Instrument	of the Gover, is payable to the promissory
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Administration	August 27 2017
shall secure , or in the event and intent of it	9 Or an, at any time
And the note evidences a loan to Borrower, and the Government, or in the event the Government should assign this secure payment of the note; but when the note is held by an And this instrument against loss under the sheld by an And this instrument against loss under the sheld by an And this instrument against loss under the sheld by an And this instrument of the sheld by an And this instrument against loss under the sheld by an And this instrument of the sheld by an And the	ally other statutes administration the note on the
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And the note evidences a loan to Borrower, and the Government thereof pursuant to Title V of the Housing Act of 1945 Administration; And it is the purpose and intent of this instrument that, and it is the purpose and intent of this instrument that, and it is the purpose and intent of this instrument that, and the note or in the event the Government should assign this the note or attach to the debt evidenced thereby, but as to the advernment also secures the recapture of any interes. And this instrument also secures the recapture of any interes NOW, THEREFORE, in consideration of the loan(s) Borrow mich said described real property is not currently used for agricult.	instrument without in times when it
NOW, THEREFORE, in consider the recapture of any interes	y reason of any dec shall constitute not secure a strument
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The North self real property	ver hereby
COURT ADDITING feet of I de not currently	ituated in the bargains, sell
by the Government pursuant is oscures the recapture of any intervent pursuant to 42 U.S.C. §1490a. NOW, THEREFORE, in consideration of the loan(s) Borrow mortgages to Trustee the following described property si which said described real property is not currently used for agricultural The North 60 feet of Lot 26 and the South 10 feet COURT ADDITION TO THE CITY OF MERRILL, in the ON	by reason of any default by Borrower; the reduction of the note, this instrument py reason of any default constitute an indemnity mortgage at credit or subsidy which may be granted to the Borrower wer hereby grants bargains, sell, conveys, warrants and ituated in the State of Oregon, County(ies) of the State of Lots 24 conveys;
OF MERRITI	, timber or grazing we soll, County(ies) of
in the Co	t of Lots 24 and a
	ancy of Klamath and 25 of LOST Day
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가 참가 있는 것은 것은 가 제작을 다 있는 것이 가지 않는 것이 가지 않는 것이다. 방법 수도 같은 것은 것은 것은 것을 것이 같은 것이 같은 것이 같은 것이 같이 있는 것이다.	
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CODIC ADDITION TO THE CUTT OF MERGINI, in the County of Makada, Sures of Oregon. The North 60 feet of Lot 26 and the South 10 feet of Lots 24 and 20 at 1052 MIVER which shall described real property is not christily used for anticultural, timber or gravity parts of

X(W, TWFRE(ORE, in consideration of the bands) Borrowot bereity matter between which ways elements and many restricts to the following described property situated in the scale of the following described property situated in the scale of the scale <math>M (see in k starting the following described property situated in the scale of the scale M (see in k starting the following described property situated in the scale of the scale M (see in k starting the scale M (see in M (see in M (see in M ))))))))))))))))))

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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 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;

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

BORROWER for Borrower's self, 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 whatsoever 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.

(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.

(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 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 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 determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government. Can France

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(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 demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

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

(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 enforcment 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 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 encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights, as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits

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

(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 this instrument, or should the parties named as Borrower die 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 Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided 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 cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at 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 at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate 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 incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Bor-rower owing to or insured by the Government, and (f) 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 (21) Benewer agree that the Government will not be bound by any preservage, a sector for a deficiency judgment of hunting the amount thereof or the trans-

mentand the replacent concluse provided in this instrument are commutive in templation non. All provers and appendixs prended in this ensurements are coupled with an international

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(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by and the rights and remedies provided in this instrument are cumulative to remedies provided by law. (20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocate otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law. rwise; 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-(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 hrought) (h) mescriphing any other statute of limitations or (c) limiting the conditions which the Government may by results.

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 immove including the interest rate it may charge as a condition of approving a transfer of the property to a new Bore brought; (b) prescripting 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 Rorrower evanagely waives the benefit of any such State laws. r. Borrower expressivy 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 of r of property to be used as an owner-occurried dwelling (herein called "the dwelling") and if Borrower intends to sell (22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction of 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 Rorrower nor any one authorized to set. 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 set for Rorrower will after receipt of a hone fide offer refuse to negotiate for the sale or reptal of the dwelling 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 of race color religion sex or national origin and (b) Borrower

dwelling relating to race, color, religion, sex, or national origin.

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 recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the 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 other oddress 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 97204 and in the case of Borrower at the post office address stated above: (25) Upon the final payment of all indebtedness hereby secured and the performance and discharge of each and condition contingent or otherwise contained herein or secured hereby the Government

(25) Upon the final payment of all indebtedness hereby secured and the performance and discharge of each and 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 mirring earlier execution or delivery of such deed of reconveyance. quiring earlier execution of delivery of such deed of reconveyance. ng earlier execution of delivery of such deed of reconveyance. (26) If any provision of this instrument or application thereof to any person of circumstances is held invalid, such div will not affect other provisions or applications of the instrument which can be given effect without the invalid. (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 provisions hereof are declared to be severable invalidity will not attect other provisions or applications of the instrument which can provision or application, and to that end the provisions hereof are declared to be severable.

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WITNESS the hand(s) of Borrower this\_ Service Shall Leave a large said and shall 27th te at any throld shall uppear to the Germaniaette an any throld state in the construction of the state of the state nall not be a walker of at product due of and itellifer once an automatic action and August ila. e provinsi di dite instrumente de la compara social dy internetier de la compara se social defini once en susciente exerciser : 350 B10. 414 Werd Will Sty 2539  $p_{\pi}^{2}$   $q_{p_{\pi}}^{2}$   $q_{p_{\pi}}^{2}$   $q_{p_{\pi}}$ 1 12 32.3  $11 = 12 \frac{1}{12} \frac{$ inne au 1.1-(Ser Iva Cour an to Harp 10 and a Page II STATE OF OREGON ACKNOWLEDGMENT FOR OREGON COUNTY OF Klamath \$5.  $\omega_{int} \ll \omega_{int}$ on this unit in the named Todr R. Greer and Dena M. 27th d Toda R. -day of August and acknowledged the foregoing instrument to be ., 19 \_84, personally appeared the above-Greer, husband and wife Iowieugeg uneioregoing instrument 075007 their voluntary act and deed. Before me: Super offer ាចអនុ Rit: ATC bullet en processo Rate devications? Patiet 1492 mp. adanje po sedić je ga su Spalzeno portugaje ga su noton My Commission expires \_ otary Public. STATE OF OREGON: COUNTY OF KLAMATH:SS and duly recorded in Vol \$\_16.00 EVELYN BIEHN, COUNTY CLERK on page 14985