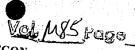
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Form FmHA 427-7 OR   1931/ 1941/1951/1951/1951/1951/1951/1951/1951/
REAL ESTATE DEED OF TRUST FOR OREGON  (Rural Housing)
REAL ESTATE DEED OF TRUST FOR
ESTATE DEED OF TRUST FOR ORDER
(Rural Housing)
THIS DEED OF TRUST is made and entered into by and between the undersigned
To and is made and entered into by and t
LLOYD B. PROCTOR and CHLOE C. PROCTOR, husband and wife
residing .
nusband and Wife
residing in
called "Borrow KT.AMAmy
State Director of the Farmers Home Administration for the State of Oregon whose post office address is Room 1590  States of America, acting through the Farmers Home Administration, United States, herein called "Trustee," and the United States Department of Agriculture, as here agreement(s), herein called "note" as he
State Director of the Farmers Home Administration, United States Department of Agriculture, acting through to States of America, acting through the States of America, acting through the Farmers Home Administration for the State of Oregon whose post office address is Room 1590  States of America, acting through the Farmers Home Administration, United States Department of Agriculture, acting through the State of Oregon whose post office address is Room 1590  Graph of County, Oregon, as grantor(s), here the state of Oregon whose post office address is Room 1590  Graph of County, Oregon, as grantor(s), here the state of Oregon whose post office address is Room 1590  Graph of County, Oregon, as grantor(s), here the state of Oregon whose post office address is Room 1590  Graph of County, Oregon, as grantor(s), here the state of Oregon whose post office address is Room 1590  Graph of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor(s), here the state of Oregon whose post of County, Oregon, as grantor or County, Oregon, as grantor
1220 SW mass nome Administration for the State of O
States of Ave., Portland
ficiary, herein called the "Government," and:  WHEREAS Borrower is included:  Oregon 97204, as trustee, herein called "Trustee," and the United WHEREAS Borrower is included:  WHEREAS Borrower is included.
WHEREAS Rosernment," and:
1220 SW Third Ave., Portland on Portland o
izes acceleration of the entire is a which has been executed by one or more provided by one or more pr
WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption as follows:
WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption as follows:  Date of Instrument  Principal Amount  Annual Page  Trustee, "and the United States Department of Agriculture, as bene executed by one or more promissory note(s) or assumption as follows:  Annual Page  Annual P
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THE STATE OF THE PROPERTY OF T
7/1/1985  48,000.00  Of Interest  Installment
### 11.375% 7/1/2018
11.3758 7/1/2018
대학 전체에 호텔 방송 등급 등고 하는 이 전 역원 전체교로 급급 있다. 그는 전 전체적인 이 등급 등급 있다고 그런 전체 그리는 이 그는 그는 그를 가지 않는 것으로 그 그리고 있다.
And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the pay- dministration;  And it is the purpose and intent of this instrument that, among other statutes administered by the Farmers Home shall secure payment of the note; but where the covernment should assign this inequalities.
Administration; Administration:
And it is the purpose and intent of 1949 or any other statutes administration of 1949 or any other statutes administration.
shall secure payment of the Government should be shall secure payment of the Government should be should be shall secure payment of the should be
the note or attach to the debt guide when the note is held by
And it is the purpose and intent of this instrument that, among other statutes administered by the Farmers Home Sovernment, or in the event the Government should assign this instrument without insurance of the note is held by the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage.  And this instrument against loss under its insurance contract by reason of any default by Borrower;  NOW, THEREFORE, in considerati
And this instrument against loss under its insurance contract by reason of any default by Borrower;  NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants bares in the following described property of the note, this instrument insurance of the note, this instrument shall not secure payment of secure payment of any the constitute an indemnity mortgage by the Government pursuant to 42 U.S.C. §1490a.  Trustee the following described property of hereby grants bares in the following described property of the note, this instrument insurance of the note and such debt shall constitute an indemnity mortgage by the Government pursuant to 42 U.S.C. § 1490a.
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which said do with Klamath property situated in grants bargains sell according to the said do with the said
NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants bargains, sell, conveys, warrants and which said described real property is not currently used for agricultural, timber or service.
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to the official MEADOWGLENN SUBDIVIOR
Lot 7, Block 2, MEADOWGLENN SUBDIVISION, Tract No. 1137, according Clerk of Klamath County, Oregon.
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thereto, and all payments at any time owing to Borrower by virtue of any sale, leas of any part thereof or interest therein-all of which are herein called "the property";

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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 note and assigns forever;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the note 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 therein including any provision for the payment of an appropriate contained therein including any provision for the payment of an appropriate contained therein including any provision for the payment of an appropriate contained therein including any provision for the payment of an appropriate contained therein including any provision for the payment of the pa 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 any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of the note is held by an insured holder to secure performance of Rorrower's insurance of other charge. (b) at all times when the note is held by an insured holder to secure performance of Rorrower's insurance of other charge. (b) at all times when the note is held by an insured holder to secure performance of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of 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 and occurrence and occur insurance of 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 Rorrower, and (c) in any event and at all times to secure the proper payment of all educates and any default by Rorrower, and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and at all times to secure the proper payment of all educates and (c) in any event and (c) in any 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 bereinafter described and the performance of event covernment with interest as bereinafter described and the performance of event covernment with interest as bereinafter described and the performance of event covernment. any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof

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BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the active and the first partition of the Government against all lawful claims and demands whatsoestill and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoestill and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoestill and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoestill and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoestill and the title thereto unto the control of the Government against all lawful claims and demands whatsoestill and the title thereto unto the control of the Government against all lawful claims and demands whatsoestill and the title thereto unto the control of the Government against all lawful claims and demands whatsoestill and the control of the Government against all lawful claims and demands whatsoestill and the control of the Government against all lawful claims and demands whatsoestill and the control of the Government against all lawful claims and demands where the control of the Government against all lawful claims and the control of the Government against all lawful claims and the control of the Government against all lawful claims and the control of the Government against all lawful claims and the control of the Government against all lawful claims are control of the Government against all lawful claims are control of the Government against all lawful claims are control of the Government against all lawful claims are control of the Government against all lawful claims are control of the Government against all lawful claims are control of the Government against all lawful claims are control of the Government against a control of the Government against a control of the Government against a control of the Gov 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 COMENIANTS are property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and COMENIANTS. 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 made a part hereof.

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 Rorrower shall continue to make narments on the note is held by an insured holder. 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 Government as collection agent for the holder. as collection agent for the noider.

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

ers frome Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, sments incurance premiums and other charges man the mortaged premiums. ment, as collection agent for the holder. Farmers Home Administration.

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts are in the note is insured by Roscower when due as well as any costs and expenses for the oreasting to be said by Roscower and not paid by Roscower when due as well as any costs and expenses for the oreasting to be said by Roscower and not paid by Roscower when due as well as any costs and expenses for the oreasting to be said by Roscower when the paid by Roscower when the pai (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 required herein to be paid by Borrower and not paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the account of Rorrower All euch advances chall here assessments, insurance premiums and other charges upon the mortgaged premises.

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. The rate burne by the note which has the inglest interest rate.

All advances by the Government as described in this instrument, with interest, shall be immediately due and the advances by the Government without demand at the place decimated in the latest note and shall be secured been a Region of the Government without demand at the place decimated in the latest note and shall be secured been a Region of the Government without demand at the place decimated in the latest note and shall be immediately due and the place decimated in the latest note and shall be secured been a supplied to the Government without demand at the place decimated in the latest note and shall be immediately due and the place decimated in the latest note and shall be secured been a supplied to the covernment without demand at the place decimated in the latest note and shall be secured been as the place decimated in the latest note and shall be secured been as the place decimated in the latest note and shall be secured been as the place decimated in the latest note and shall be secured been as the place decimated in the latest note and shall be secured been and the latest note and shall be secured been as the place decimated in the latest note and shall be secured by the covernment without demand at the place decimated in the latest note and the latest

(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. Payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured here. Such advances by the Government shall relieve Borrower from breach of Borrower's covenant to pay Such advances. 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 advance by the Government shall relieve Borrower from Borrower Otherwise and payable from the first available collections received from Regressive Character Shall be repaid from the first available collections received from Regressive Character Shall be repaid from the first available collections received from Regressive Character Shall be repaid from the first available collections received from the first available collections. 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. In any order the Covernment Received because the shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, any payment made by with interest, shall be repaid from the first available collections received from Borrower. 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. To use the loan evidenced by the note solely for purposes authorized by the Government.

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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 policles to the Government.

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(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 ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(1.1) 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 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 advertising, selling, and conveying the property.

(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 hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the coverants 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 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 other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should 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 indebted-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 eash 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 Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bridger 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.

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by dea 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 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.

(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 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.

(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 97204 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 stated above. 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 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

ACKNOWLEDGMENT FOR OREGON  STATE OF OREGON  On this lst day of July 19 85, personally appeared the above-		最近 <mark>度性機能を開発する。</mark> 3. ALTO AG AG AGO ATTACHER HELET AZ TRACTEN ATTACA AG TE ATTACHER AG TE ATTACHE	
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ACKNOWLEDGMENT FOR OREGON  STATE OF OREGON  ACKNOWLEDGMENT FOR OREGON  SS:  COUNTY OF Klamath  On this lst day of July 19 85, personally appeared the above- named WEBOYS, B. PROCTOR and CHLOE C. PROCTOR  and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:  ACTARY  My Commission expires 8/27/87  Return To:  My Commission expires 8/27/87  Return To:  TE OF OREGON: COUNTY OF KLAMATH:SS Hereby certify that the within instrument was received and filed for early cord on the 1st day of July A.D., 19 85 at 3:47 o'clock P Mortgages on page 101  My Commission expires 8/27/87  Return To:  Mortgages on page 101  EVELYN BIEHN, COUNTY CLERK	i ve december en la a War (1997)	) of Borrower this	
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ACKNOWLEDGMENT FOR OREGON  STATE OF OREGON  On this lst day of July 19 85, personally appeared the above- named WELOYA, B. PROCTOR and CHIOE C. PROCTOR  and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:  OTARY  PINOTARIAL SEAL  My Commission expires 8/27/87  Return TO WINFATTMER'S Home Administration P. O. Box 1328, Klamath Falls, OR 97601  TE OF OREGON: COUNTY OF KLAMATH:SS lereby certify that the within instrument was received and filed for early or cord on the lst day of July A.D., 19 35 at 3:47 o'clock P.M.  BY DEED THE OF OUNTY CLERK  EVELYN BIEHN, COUNTY CLERK		LEDYD B. PROCTOR	
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