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A CONTRACTOR	OKI H. MATTHEWS an	d Door	e under-	
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Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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 in Tuge. The account of borrows (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 herepayable by Borrower to the Government without demand at the place designated in the latest note and shall be secured nere-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

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(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 pre-

(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.

ment, 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

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 Govern-

hade a part hereof. 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 whatso ever except any liens encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

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

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;

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

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Succession of the second of the second of the second of the second of which will described the property is not currently used for acticultural timber or graving purposes:

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and duly recorded in Vol record on the list day of

I hereby cortify that the within instrument was received and this STATE OF OFECON: COUNTY OF KLANATH:35

(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 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 suppleand priority detect and to the enforcement of of the compliance with the provisions detect and of the note and any suppo-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 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 (14) The covernment may (a) extend or deter the maturity of, and tenew and reschedule the payments on, the desi evidenced by the note of 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 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 Governnamed as Borrower De declared a Dankrupt or an insolvent, or make an assignment for the Denemi of Creditors, the Govern-ment, at its option, with or without notice, may: (a) declare the entire amount unpaid 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 reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon applica-tion by it and production of this instrument, with the turned neuror of reasing of said application, with the turned neuror of reasonable in the residence 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

(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 dele-

(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 so paid, (c) the debt evidenced by the note and an indeptedness to the Government's option, any other indebtedness of Bor-record required by law or a competent court to be so paid; (e) at the Government's option, any other indebtedness of Bor-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 price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribe above, it at allow or a debte such and be present of multiple the amount proceed on the third where any such and the order prescribe is all any debte such and appress that any or multiple the amount proceed on the third where any such a prescrib at the All bases and appress that any the instrument are confied with an instrument of the process and a the All bases and appress that any the instrument are confied with an instrument of the process and the process and the process of the pr

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(20) 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 complete which an interest and are interocated 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 luture laws, (a) pronibiting man-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 regulaorought, (b) prescripting any other statute of minitations, of (c) mining the continuous 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 Bor-

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or rower Borrower expressly waives the benefit of any such State laws. repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell

repair of property to be used as an owner-occupied dweiling (nerein called the dweiling) and it 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 or rent the uwening and has obtained the dovernment's consent to do so (a) neutric borrower not anyone autorized 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 for borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale of refitation the dwelling of will offerwise 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

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its dwelling relating to race; color, religion, sex, or national origin.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and future regulations not inconsistent with the express provisions hereof. 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

every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to 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-

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such quiring earlier execution or delivery of such deed of reconveyance. (20) It any provision of this instrument of application interest to any person of chemistances is new invalid, such invalid invalidity will not affect other provisions of 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. and the forest that and received of easing 4 by Realize at an interface where we were submu definition new atter red equilit, or apply full privated property of all or «Basel secondaria and science i all since i party of a submuscle of the massel

WITNESS the hand(s) of Borrower this 3rd _____, 19 <u>__85</u>. July _day of .

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Klamath COUNTY OF hp. Hobseld voluntary act and deed, Before melo 3rd On this Gregory H. Matthews and Ronnell K. Matthews

their named 111054 and acknowledged the foregoing instrument to be -The state of the second s किन्द्र के लेखा ह

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My Commission expires in conduct of a second

> Notary Public.

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I hereby certify that the within instrument was received and filed for COUNTY OF KLAMATH:ss A.D., 19 35 at 10:45 o'clock \mathbf{A} on page 10262 record on the <u>3rd</u> day of Mortgages of

and duly recorded in Vol M85

EVELYN BIEHN, COUNTY CLERK	
by: Am Amila	Denuta
by: Am Amith	., Deputy