

USDA-FmHA

Form FmHA 427-7 OR (Rev. 4-21-81)

Position 5

K-38879

65643

REAL ESTATE DEED OF TRUST FOR OREGON  
(Rural Housing)

Vol. M 30 Page 16049

THIS DEED OF TRUST is made and entered into by and between the undersigned GENE G. VICKERMAN  
and RHONDA C. LOWREY

residing in KLAMATH  
called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, herein  
State Director of the Farmers Home Administration for the State of Oregon whose post office address is Room 1590  
1220 SW Third Ave. Portland, Oregon 97204, as trustee, herein called "Trustee," and the United

States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:  
WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
September 5, 1986	\$17,500.00	10.0%	September 5, 2016

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;  
And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;  
And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.  
NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants, bargains, sell, conveys, warrants and mortgages to Trustee the following described property situated in the State of Oregon, County(ies) of KLAMATH which said described real property is not currently used for agricultural, timber or grazing purposes:

Lot 4 in Block 4 of Tract No. 1094, Bley-Was Heights, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

10020

**16050**

CLASSE DE KTHSEN COMEFA. OGGON.

TO THE OFFICER IN CHARGE, U.S. MARSHAL SERVICE, NEW YORK OFFICE, FROM THE NEW YORK OFFICE OF THE U.S. MARSHAL SERVICE, NEW YORK OFFICE, DATED 10/10/68, RE: JAMES EARL RAY, AKA, ET AL.

SECRET

together with all rights, interests, easements, hereditaments and appurtenances the profits thereof and revenues and income therefrom (all of which are hereby assigned and reasonably necessary to the full enjoyment of the premises hereby conveyed).

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, should assign this instrument without insurance of the same; and (b) to execute all renewals and extensions thereof.

**BORROWER** for Borrower's self, Borrower's heirs, executors, administrators and the title thereto unto Trustee for the benefit of the Government, shall 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 expenditure of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereunder, less the Government against any loss under its insurance policy, 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.

(2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the assessments, insurance premiums and other charges.

(4) Whether or not the note is insured by the Government, the Government shall be required herein to be paid by Borrower and not by Government.

(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 shall be payable by Borrower to the Government without deduction of any taxes, interest, or other charges upon the mortgaged premises. No such advances shall be made by the Government unless the same are authorized by regulations of the Government.

(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-  
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 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.

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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 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 stated above.

(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 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 provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 5th day of September, 19 86.

Gene G. Vickerman  
GENE G. VICKERMAN

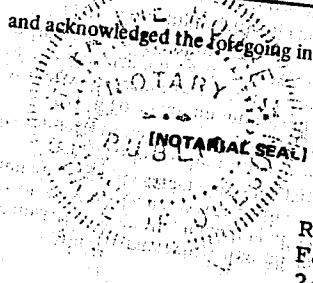
Rhonda C. Lowrey  
RHONDA C. LOWREY

**ACKNOWLEDGMENT  
FOR OREGON**

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss:

On this 5th day of September, 19 86, personally appeared the above-named GENE G. VICKERMAN and RHONDA C. LOWREY

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Larry H. Moore  
Notary Public.

Return to:  
Farmers Home Adm.  
2455 Patterson T. Suite #1  
Klamath Fall, Or. 97603

My Commission expires 8-27-87

70027

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of September A.D. 19 86 at 3:01 o'clock P M., and duly recorded in Vol. 5th day of Mortgages on Page 16049 M36

FEE \$17.00

Evelyn Biehn,  
By Ram Smith County Clerk