USDA-FmHA

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Form FmHA 927-7 OR jost saldenced på the nois soletà toi bittsdece unthoused på ((Rev. 4-21-81) ATC - 30109 m&b Pag 16341 (Rev.) 4-21-81)

Rentinversion (e) abulied on (***REAL'ESTATE DEED OF TRUST FOR OREGON**³Re in one when the Construction of the provident of the Construction and the Construction of t (5). All advances by the Govergreen as described in 0.15 instrument with interest, shall be cause that is due one to be the head of the former of the second of the many fractionary in the former of the second of the second of the second of the former of the second of uter THIS DEED OF TRUST is made and entered into by and between the undersigned somation, protection, of contractment of this field as advances for the account of Borrower. All each obtained and true to state

Adunc RALPH D. BHASKIN and ESTER R. HASKIN husband and wife a my coal the second states and the second states (d) Whethared not the note is manifed by the Government the Covernment may at size time ovassessments, formance prenning and other charges upon the marking prenders. If required the the Green of the make such than the requirements of the strategy

residing in Klamath County

called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the County, Oregon, as grantor(s), herein all times when the marchs held by an insured fielder. Borrower shall continue to make payments on the note to march and the source to march and State Director of the Farmers Home Administration for the State of Oregon whose post office address is <u>Room 1590</u>. Federal Building hith when der eus judefrieduess to the Georgiamont perspherented and to juderanity and own 1220 Sty 3rd Avenue, Portland Oregon ______, as trustee, herein called "Trustee," and the United

States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as bene-States of America, acting unough the rainers from a point of the second states of the second states of the second states and the second states and the second states are second states of the second s

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 tollows in the Bonower, and (c) in any event and of all times to solver the prompt prevaight of all affences and as the prompt prevaight of all affences and real and real and of all times to the constraint after and of monower and real and real and the prompt prevaight of all affences and the prompt prevaight of the prompt prevaight of all affences and the prompt prevaight of all affences and the prompt prevaight of the prompt prevaight of all affences and the prompt prevaight of all affences and the prompt prevaight of the prompt prevaight of all affences and the prompt prevaight of all affences and the prompt prevaight of the prompt prevaight of all affences and the prompt prevaight of the prompt prevaight prevaight of the prompt prevaight of the prompt prevaight of the prompt prevaight of the prompt prevaight as follows in the Batsomer and car to successful and as all times to south its attained to successful of all adjournes and come a successful provided to assessing the contract of an and come and come as a successful of the second of the sec

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September 10, 1986 Status \$32,000.00° MEN the note in her to several and the second status of of surport, thereof, or mercer, therear all of which are herein called "the property". therete, and all psycholets at any une result to Burrower by steur of any sole, bears transfer, couve, ance of

or expressing purchased or financed in whole or in part with item tende, all water water rights, and water at a second and all expression of all expression of the second second at expression of all expression of the second sec targentist increases 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

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

Lot 6, Block 6, SOUTH CHILOQUIN, in the County of Klamath,

State of Oreson.

Cot 6; Block 6, SOUTH CHILOGULY, In the County of Klamath. State of Dreen

which sid described real property is not contently used for acticultural, undeed or Stationarial El anastri anontages 10 Instea inc following described property armed in the formation of the following described in the following the following described brokers herein a following described and a following described brokers herein a following described a following described brokers herein a following described brokers herein a following described a following described a following described brokers herein a following described PA ips (Grachullett Bitation (10) is 11/10 (10) is 10/00 the noise of attract to the actor extremest the security of the the nore and area only which we have been at the observation of the secure of attract to the actor extremest the secure of attract to the actor extremest the secure of the secu And it is the purpose and interfact the instrument that among outer states of all to states of all to the states of all sectors because the states of the state of the states of the sta

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In the second se logether with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and personally necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, 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 drivers or capreting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes 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 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"; thereto, and all payments at any time owing to Borrower by virtue of any sale, lea of any part thereof or interest therein-all of which are herein called "the property"; by 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 TDIGT NEUROTHEI Fee Coll at all times when the note is held by the Government or in the ever TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns torever; IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern-should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern-ment should assign this instrument without insurance of the payment of the note, to secure prompt payment of the Govern-any renewals and extensions thereof and any agreements contained therein; including any provision for the payment of an any agreements of the note and therein; including any provision for the payment of an any agreements of the payment of the note and the payment of the note and the payment of the note and the payment of the payment of an any agreements of the payment of the note and the payment of the payment of the note and the payment of the payment of the payment of an any provision for the payment of an any provision for the payment of an any payment of an any payment of any payment payment payment of any payment paym ment should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note any agreements contained therein, including any provision for the note and insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's 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

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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 expendit 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 expendi-tures made by the Government, with interest, as hereinafter described, and the performance of every covenant and expendiany default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expendi-tures made by the Government, with interest, as hereinafter described, and the performance of every covenant and expendi-ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein The smade by the Government with interest, as hereinafter described, and the performance of every covenant and agree and made a part hereof set is measured or melor consistence in the provisions of which are hereby incorporated herein and made a part hereof set is melor consistence in the provision of the performance of every covenant and agree. made a part hereof. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the erty and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatso-BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the ever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and demands whatso or conveyances specified hereinabove, and COVENANTS the Covernment hereby secured and to indemnify and eave harm. AND AGREES as follows in 6 100 cr 3 20 c 0 to an a day of the control of the former thereby secured and to indemnify and save harman less the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At

less the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. All times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern. dess: 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. At ment, as collection agent for the holder, and when the note is held by an insured holder, and when the note is held by an insured holder. ment, as collection agent for the holder.

ners riome Auministration. (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, sments, 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 account of Borrower. All such advances shall be paid by Borrower and be paid by Borrower and paid s, insurance premiums and other charges upon the mortgaged premises. Whether or not the note is insured by the Government, the Government may at any time pay any other amounts rein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the prerequired herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the servation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances for the pre-interest at the rate borne by the note which has the highest interest rate. servation, protection, or enforcement of this lien, as advances for the account of this relation of the rate borne by the note which has the highest interest rate. the rate borne by the note which has the highest interest rate. All advances by the Government as described in this instrument, with interest, shall be immediately due and Borrower to the Government without demand at the place designated in the latest note and shall be secured here. (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and by Borrower to the Government without demand at the place designated in the latest note and shall be secured here. Borrower from breach of Borrower's covenant to pay. Such advances, advances, advances of advances of advances of advances. 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 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 advances Borrower may be applied on the note of any indebtedness to the Government sectored hereby, in any order the Government to Government the Government to covernment the Government and by the Government to pay. Such advances applied on the note of any indebtedness to the Government sectored hereby, in any order the Government to covernment the Government to covernment the Government to covernment the Government to covernment to covernment to covernment the Government to covernment to covernment the Government the Government the Government to covernment the Government the Gover

with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by idetermines. borrower may we apprece on we note or any mecoremess to the covernment secure anereor, in any MC = 30703(determines.)) MC = 30703(b) MC = 30703(c) MC = 30703(c) MC = 30703) (c) MC = 30703) (c)

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SIMTE OF OREJON: COUNTY OF KLAMATH:

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To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed Sec.(7) 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 navments.

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(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.

To maintain improvements in good repair and make repairs required by the Government; and not to abandon the ·- (9) ~ 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 and northernor to pa (10) To comply with all laws, ordinances, and regulations affecting the property. - BHBBBBB TO THE

(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 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 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 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-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, 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 here persons of

P (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 abidder 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 rapove, of an action for a desiciency publication of innitian the number of the office with a state of

(21) Borrower gaves that the inversional will not be bound by any present of report to otherwise and the rights and remedies provided milling histiganean are cumulative to responder previous a re-(20) All powers and apprecias gratted in talk institution are coupled with an interest and you

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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 navment of all indebided the test

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

hat the second work which a (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

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 mantenance 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 imposed 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 and Borrower