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Direct THIS DEED OF TRUST is made and entered into by and between the undersigned to direct the control of the property of the esseesmonts, insurance prontients and other charges upon the relative residing in Home Administration

called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the County, Oregon, as grantor(s), herein

State Director of the Farmers Home Administration for the State of Oregon whose post office address is 1220 SW

States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as bené.

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 Covernment, authorated and the covernment are default by Borrower and its described. izes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described

as follows: It follows and (c) to any electronic is the flace to before an incoming the follows:

The follows: It follows: It follows and the flace to before an incoming the flace of the flace to be a flace of the Date of Instrument extractions the set affects and principal Amount we carried a go of Interest and the set of the Level o

therefore and all narmonic of any time action to Contractly. After the second second in the contract of the co And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payness of the Housing Act of 1949 or any other statutes administered by the Farmers Home. And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the pay-ment 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 comment or in the event the Covernment should account this instrument without incurance of the note this instrument. And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the shall secure navment of the note; but when the note is held by an insured holder this instrument without insurance of the note, this instrument shall not secure navment of Government, or in the event the Government should assign this instrument without insurance of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note are attach to the debt evidenced thereby but as to the note and such debt chall constitute an indemnity morteage. 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. by the Government pursuant to 42 U.S.C. \$1490a

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower

NOW, THEREFORE in consideration of the loan(s) Borrower hereby grants bargains, sell, conveys, warrants and following described property situated in the State of Oragon County(iec) of MOW, THEREFORE; in consideration of the loan(s) Borrower hereby grants bargains, sell, conveys, warrants and 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:

The North Half of the West 183.75 feet of the West Half of the South Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 1, Township 41 South, Range 10 Fast of the Willamette Meridian, Klamath County, State of Oregon.

South, Range 10 East of the Willamette Meridian, Alamath Country, Deace of Oregon. EXCEPTING THEREFROM that portion lying within Third Street, Lincoln Street or the alley as set out in Deed recorded August 14, 1945, in Volume 196, page 433. Nowledon, described to follows: Bondawich charter of Bection 17 forments West successor of section to the section of the sec

AISO EXCEPTING therefrom a portion of the North Half of the Southeast Quarter of the Southwest Quarter of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, described as follows:

RESERVED TO

BEGINNING at a point which lies North along the Section line 825 feet from the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, which point is the Southeast corner of that certain parcel of land described in Deed Book 175, page 345, Records of Klamath County, Oregon, thence East 40 feet; which is the True Point of Beginning of the parcel of land herein described and lies on the East boundary line of a dedicated street; thence continuing East along a line parallel to the South line of the said Southeast Quarter of the Southwest Quarter, 135.75 feet to the West line of a dedicated alley, thence North along the West line of said Alley 62.5 feet; thence West, parallel to the South line of said Southeast Quarter of the Southwest Quarter; 135.75 feet, to the East line of the above mentioned Street; thence South along the East line of said Street 62.5 feet, more or less, to the POINT OF BEGINNING. shall access populating the maternate when the more is held by an insmed helder. Here had not not also now may an end of the more than the mor

Contributions, et di the argit the Communicat should essible this instrument involved instruction of the may be the subsect that than the model of sychology and have the made in that the male buds so the contribution of the contribution and the sol And it is the compress and directed that meet their animaged or their animages and all the compressions and the compression of the first terms of the compression of their animages of the first terms of their animages of the compression of th 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 and made a part hereof. An arandomen, or the grandeliness to

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 harm-AND AGREES as follows: 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. The sequence request parties a section collection

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

(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

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

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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 ordinary domestic purposes.

(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 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

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

enants 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-

nection 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 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 dele-

gate 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 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 apone, it has setting and a decisionary publication of more properties about the properties of the approximation of the properties and the propert

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(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by 12055 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 in the interest rate it may charge as a condition of approxime a transfer of the property to a new Roy. tion 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 the dwelling on the construction of the dwelling and has obtained the Covernment's consent to do so (a) neither Roycower nor anyone authorized to act. 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 dwelling and has obtained the Government's consent to do so (a) neutrer borrower nor anyone aumorized to action of 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 and the sale of the sale or rental of the dwelling or will not comply with a sale or rental origin, and (b) Borrower and the sale of the sale or rental origin, and (b) Borrower and the sale of the sale or rental origin, and (b) Borrower and the sale or rental origin, and (b) Borrower and the sale or rental origin, and (c) Borrower and the sale or rental origin and (b) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (b) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and the sale or rental origin and (c) Borrower and (c) Bo 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 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 Notices given nereunder snall be sent by certified mail; unless otherwise required by law, addressed, unless and unital some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, that above 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 at Borrower's above post office address a deed of reconveyance of the banefits of all laws rethe 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 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.

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