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2 (5) All advances by the Government or describing to the leptonicing with other trans-THIS DEED OF TRUST is made and entered into by and between the undersigned -Seation, presection of calegoement of this lien, is narranges for the recount of their even

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(4) Whather or not the note is larmed by one Covernment, the Gerenamen new assessionense poort uite breugigins had oppet epusited annon que cooligative folonoties

дения убинаванно **КLАМАТН** fesiding in __ County, Oregon, as grantor(s), herein called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the

I though when the new is held by in luganed hidder. Butterest shell continue to diske nevertal to be State Director of the Farmers Home Administration for the State of Oregon whose post office address is Room 1590 (1) - το δύε Ευνεβαβέ αμπορίμε αυτερημέστητε το αρεξεντατήθεση μπορές εξενίσες

1220 SW Third Ave., Portland 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 the partial of the control of the co

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: 15 ph generals and (c) in high event and at the times to seeing the bringly have

as follows: 19 to device the engine of the e Due Date of Final Installment 4-15-87 ROLL NEARKITELES \$50,000.00 to its payment in the second TO HANTE AND TO HOLD the proporty lame trustee, trustee suggestions transless in a general de-

or commence muchassic or timescol in whose or in and with loan lights, it wife. 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:

A parcel of land in the NWANE's of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Northerly right of way line of the Green Springs Highway, opposite and 30.0 feet distant from Engineer's Genber Line Station 1815+71, said point also being 720 feet South and 1456 feet West of the Northeast corner of Section 1, Two. 40 South, Range 7 East, W.M.; thence North 57°44' East a distance of 150.0 feet along the said right of way line; thence North 1°17' East a distance of 185 feet; thence South 65°22 West a distance of 336.6 feet; thence South 54°31' East a distance of 215 feet to the point of beginning.

distance of 215 feet to the point of hericulus. south 65.22 Lugat a distance of 336 & feet; thence House 44 of Figure 4 W.M.: thence North 57.44' East a digtapos of 154 N Fact along the Soid fight of way line; thence North 1.17' East a distance of tell foct; thence digts of way line; thence North 1.17' East a distance of tell foct; thence West of the Mortheast corner of Section 1, Two, 40 Seach, Pauge 7 Fast Springs Highway, opposite and 30.0 feet distant from problem 220 feet Frank St. 633 feet Line Station 1815+71, said point also being 720 feet Frank St. 633 feet Frank St. Beginning at a roint on the Mortherly right of way 12 no of the Cysen

East of the Willamette Meridian, more nartiquiarly decreton as delibera-A marcel of land in the MM-MEE of Section 1, Transmir at feath, Tauge 7 which said described real property is not currently used for agricultural, timber or grazing potentials. KT SEEDS P

morthuges to Trustee the following described property tailinded in the taken to they on Court (1933) of NOW, THEREFORE, in consideration of the ladings, Borrower heleby grants beginning all, maper of warroom, and by the Geverament pursuant to 42 U.S.C. \$1490a.

And this instrument also secures the recupture of any interest credition satisfity which any be armived to the Barbower to secure the Government against loss under its insurance contract by reason or any defeating it acrosses . the flore of citach to the debt evidenced thereby, but as to the justs seed such their send preserves are he bearing mortgage. shall secure payment of the note; but when the note is held by an invared holder, him because the street of the policy of the said of the Gavernment, or in the treat the Government smould assign this instrument authors presence in the contract contract. And it is the tempose and intent of this instrument that, among other thanks a fill that it is the same with a little of the control of the c

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. The indicated in the Constitution of the 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 AND AGREES as follows:

(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, and Management, Onded States the set of the ad-

(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.

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 in German be repaid from the first available collections received from Borrower. Otherwise, any payment made by with interest spall be repaid from the first available collections received from Borrower. Otherwise, any payment may be applied on the note of any indebtedness to the Government secured hereby, in any order the Government determines

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101111 (6) To use the loan evidenced by the note solely for purposes authorized by the Covernment.

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(7) To pay when due all taxes, liens, judgments, against the property, including all charges and assessments to or reasonably necessary to the use of the real property demand receipts evidencing such payments. (8) To keep the property insured as required by its request, to deliver such policies to the Government. (9) To maintain improvements in good repair and property, or cause or permit waste, lessening or impairing of the Government, cut, remove, or lease any timber, gray ordinary domestic purposes. (10) To comply with all laws, ordinances, and regulation of the comply with all laws, ordinances, and regulation of the comply with all laws, ordinances, and regulation of the conforment of or the conforment and priority hereof and to the enforcement of or the conformentary agreement (whether before or after default), interpretation of the conforment of the conforment of the property, costs of recording this and other instrume vertising, selling, and conveying the property. (12) Neither the property nor any portion there encumbered, voluntarily or otherwise, without the writt and, exclusive rights, as beneficiary hereunder, including subordinations, and satisfaction, and no insured holder.	make repairs required by the Government of the security covered hereby, o avel, oil, gas, coal, or other minerals of lations affecting the property. cases reasonably necessary or incident mpliance with the provisions hereof a cluding but not limited to costs of events, attorneys' fees, trustees' fees, coef or interest therein shall be leased ten consent of the Government. The	er to the Government without ed by the Government and, at ment; and not to abandon the recept as may be necessary for tall to the protection of the lien and of the note and any supplement of title to and survey of burt costs, and expenses of adays assigned, sold, transferred, or Government shall have the sole great consents, partial releases.
hereof. (13) At all reasonable times the Government an	nd its agents may inspect the propert	y to ascertain whether the cov-
evidenced by the note or any indebtedness to the Go liable under the note or for the debt from liability to t its lien, and (d) waive any other of its rights under this the lien or the priority of this instrument or Borrower note or debt secured by this instrument unless the Government—whether once or often—in exercising a	overnment secured by this instrument the Government, (c) release portions is instrument. Any and all this can an 's or any other party's liability to the vernment says otherwise in writing. I any right or remedy under this instru	nt, (b) release any party who is of the property and subordinate in the done without affecting Government for payment of the HOWEVER, any forbearance by ament, or otherwise afforded by
(15) If at any time it shall appear to the Govern cooperative or private credit source, at reasonable rate rower, will, upon the Government's request, apply for indebtedness secured hereby and to pay for any stocens.	nment that Borrower may be able to es and terms for loans for similar pu r-and accept such loan in sufficient a k necessary to be purchased in a co	obtain a loan from a responsible rposes and periods of time, Bo amount to pay the note and an operative lending agency in con-
nection with such loan.		r any personal property or othe
(16) Default hereunder shall constitute default secured instrument held or insured by the Governmen other security instrument shall constitute default hereu (17) SHOULD DEFAULT occur in the performance of the security of t	it and oxodated to	

(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 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 for 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 that the sale was conducted by Trustee personally or through Trustee's delegate and the property of the property or any part through Trustee's delegate and the property of the propert 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. According (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 Borrecord 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 Flower owing to or insured by the Government, and (1) 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 (21) Borrower agrees than the Government will not be bound by any present or the temporal supposes of an action for a deficiency judgment or inniting the amount thereof or the than were likely of the contract of the contra

otherwise, and the rights and semedies provided in this instrument set eminimise in random set and had (20) All powers and supercies granted in this instrument are complete eath to be express

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by deg 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 provision or application, and to that end the provisions hereof are declared to be severable. (14) Deli in kun inder Shell constitute definit nation any other feet codes are such in the constitution of the WITNESS the hand(s) of Borrower this 15th Uter recording return to Carey D. Well Farmers Home administration (CAREY D) WELCH P. O. Box 1328 Klamath Halls, Orl. 9760/ लिक्ट अ सुरुप्ता एक में मार्क्ट में स्वाहरण में स्वाहरण करें महार असा उन्होंने स्वाहरण halik ander the nate or hal dre defet ingel defiller in the Coveryment, (c) edesor parties, of a partie In Sect, and (d) welve appending of the rights under the max comment they are relieved () कार्यकर वाम्याराम्बद्धाः चात्रमात्रः मान्यद्धाः समाप्ताः सामा eviscenced by the near or any angel contact to the Gaverneout secured by this farm and a (1941) The Constitution may (b) extend or differ the material of employees and eventues कामापुर करने परिच कर जनमन सन्धानम् पूर्णकृति के साम्राज्यां निर्मान सन्धानम् । इति स्थापकारः संब निर्माण कि स् ACCHOWLEDGMENT FOR OREGON
STATE OF OREGON probability in the probability of the proba On this case 15th is the squared the aboveand acknowledged the foregoing instrument to be HIS voluntary act and pure the pure voluntary act and deed. Before me: Notary Public. them stocked whapped and are another instrumental and with with a wear CA By ray when the all faxes, bons quantum commissions and STATE OF OREGON: COUNTY OF KLAMATH: ss. Klamath County Title Company the _ Filed for record at request of . A.D., 19 87 at 9:25 o'clock AM, and duly recorded in Vol. April Mortgages on Page __

of Nortgages on Page 6412

Evelyn Biehn, County Clerk

By FEE \$17.00