

**REAL ESTATE DEED OF TRUST FOR OREGON**

(Rural Housing)

80117

(2) **THIS DEED OF TRUST is made and entered into by and between the undersigned**

**MARGARET BENDER**

**Klamath**

County, Oregon, as grantor(s), herein

residing in **Klamath**

called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the

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 bene-

ficiary, 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, author-

izes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described

as follows:

**Date of Instrument** 10/5/1987 **Principal Amount** \$33,500.00 **Annual Rate of Interest** 9.0% **Due Date of Final Installment** 10/5/2020

**TO HAVE AND TO HOLD** the above said premises, together with all and singular rights and claims in and to the same, unto 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 10 and the Easterly 124 feet of Lot 9 in Block 43 of Grandview Addition to the Town of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

18040

ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KANSAS COUNTY, MISSOURI  
ACCORDING TO THE OFFICIAL STATE RECORD  
FOR TO AND THE EIGHTH 1ST 1964 OF THE 2ND BLOCK 43 OF COLUMBIAN

which are described and hereby is not entitled here (or any other) under or under any other

**KNOW ALL**

that the following described hereby is in the State of Missouri (County) of  
MOORE, MISSOURI, in consideration of the sum of \$100.00 Dollars, being the sum of one hundred and no/100ths of a dollar, to the said  
BY the County Clerk, to the said

and the instrument also recites the receipt of the said sum of money by the said  
to secure the County Clerk's office from the insurance company of the said State of Missouri  
the note or notes to the said County Clerk's office and to the note and other such other documents as may be required  
which shall be the said note and the note is hereby made by the County Clerk's office and the County Clerk's office  
of the said County Clerk's office and the County Clerk's office and the County Clerk's office and the County Clerk's office  
and it is the intent of the instrument that the County Clerk's office and the County Clerk's office and the County Clerk's office

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 Govern-  
ment 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 expendi-  
tures made by the Government, with interest as hereinafter described, and the performance of every covenant and agree-  
ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein  
and made 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:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-  
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 Govern-  
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  
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 pre-  
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.

(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.

18032

104V-331 OK (REV. 4-31-61)



(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.

(27) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(28) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(29) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(30) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(31) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(32) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(33) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(34) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(35) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(36) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(37) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(38) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(39) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(40) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(41) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(42) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(43) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(44) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(45) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(46) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(47) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(48) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(49) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(50) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(51) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(52) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(53) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(54) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(55) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(56) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(57) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(58) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

WITNESS the hand(s) of Borrower, this 3<sup>rd</sup> day of October, 1987.

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(18) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(19) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(20) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(21) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(22) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(23) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(24) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(25) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(26) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(27) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(28) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(29) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

(30) This instrument is intended to be a deed of mortgage and execution of same shall be subject to the laws of the State of Oregon.

ACKNOWLEDGMENT  
FOR OREGON

STATE OF OREGON, County of Klamath, do hereby certify that Margaret Bender is the person whose name appears in the foregoing instrument as the person who executed the same.

On this 3<sup>rd</sup> day of October, 1987, personally appeared the above-named Margaret Bender and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

TRUDIE DURANT  
NOTARY PUBLIC - OREGON  
My Commission Expires 9/30/89

My Commission expires 9/30/89  
Notary Public.