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Form FmHA427-7 OR 1030 extincticed please unit 20030072 see antipolised 2. 10 **USDA-FmHA** Page_ BOLLOMEL WISH DE MUDIET ON UREAL ESTATE DEED OF TRUST FOR OREGONED IN SEA OLEL UN COASHIDIGHT (Rev) 4-21-81)

payable Solution in the latent manual state place designated in the latent marcared dual to secure a nere by No. **SOLUS** by the document without defined at the place designated in the latent marcared dual to secure a nere with interest, shall be regard from the flat available. **BEED OL LIKORABO** brack of Borrower's coverant of perv shelp advances with interest, shall be regard from the flat available. **BEED OL LIKORABO** brack of Borrower's coverant of perv shelp advances with interest, shall be regard from the flat available. **BEED OL LIKORABOR ONE-GON** and she in such that the flat of the second state of the second st All advances by the Government as described in this institument. with piterest, shall be incremiately due and

juigue THIS DEED OF TRUST is made, and entered into by and between the undersigned servation, protection, or enforcement of this lien, as advances for the account of Borrower. All rech advances shall locar tedning persin to be baid MARGARET DEPIDER by BOUDIEL MUST the as well as any extenses to be been (4) Whether of not the note is insured by the Government, the Government may at any time pay any other surgicity

assessments, insurance premiums and other charges upon the montgaged premiers. (3) If required for the Covernment, to make additional monthly payments of 1812 a the estimated annual taxes. - County, Oregon, as grantor(s), herein

called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the off quies when the note is held by an instruct holder. Bottower chall counting to make because is Room 1590 state Director of the Farmers Home Administration for the State of Oregon whose post office address is

where AS 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. **1245** acceleration of the entire indeptedness at the option of the soverhine in the brown and browner, and it is contained, the coupling of the part incit should assign this instrument without insurance of the payment of the nois, to secure principle (or mathe 10/5/2020 and incit should assign this instrument without insurance of the payment of the nois, to secure principle (or mathe 10/5/2020 and 100

DIAVE AND TO HOLD the property anto Trustee, Trustee's successors, grantees and a sugar torew

-10/5/1987ercol or interest therearies of 330: 00 herein called "the prose 0 - 8 thereto, and all payments of any time owing to Borrower by sittle of any sale, lease, transfer conveyance, or condemnation or captering purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining. Lessonapity uscessary, to the new thereory mendies part not indice to lange? retristance, during the note and insure the pay-but And the note evidences a loan 19, Borrowes, and the Government, at any time, may assign the note and insure the pay-ment, thereor, pursuant, to Title V. Of the Housing, Act, of 1943, of 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

NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants bargains, sell, conveys, warrants and by the Government pursuant to 42 U.S.C. §1490a. 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 10 and the Easterly 12% 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.

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on file in the office of the County Clerk of Klamath Count 8040 on. Lot 10 and the Easterly 125 feet of Lot 9 in Block 43 of Grandview Addition to the Town of Bonanza, according to the official plat the

which said described real purperty is not currently used for agricultural, theber or graving, purposes.

mongages in linates the following described property annated in the State of Diegon, Countypes) of NOW, THEREFORE, in consideration of the icon(s) Burninger heroby grants burgans, sell conveys, warrants and

by the Covernment pursuant to 42 U.S.C. \$12004 And this instrument also secrets the recapture of any interest credit or subsidy which may be gainted to the Barrower.

to secure the Government against loss under its insurance contract by reason of eqy default 13. Borrower: the note of attach to the debt evidenced thereby, but as to the note and such debt shall constitute an industriate mortgage shall secure payment of the nois; but when the nois is held by an insured holder, this instruction shall not secure payment of Government, or in the event the Government should assign this instrument without insurance of the state, this menanced And if is the purpose and intent of this instrument that, among other things, of all times when the way is bold a, the

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 set is indepice to the constitution; at enforced phone of metre builders and here was a self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the neural 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-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 and the trustee for the benefit of the Government against all lawful claims and demands whatso-and GREES as follows and the trustee for the benefit of the Government against all lawful claims and demands whatso-and GREES as follows and the trustee for the benefit of the Government against all lawful claims and demands whatso-and the trustee for the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the benefit of the benefit of the government against all lawful claims and demands whatso-and the trustee for the benefit of the benefi

(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 lits 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 polder and Administration, United States Department of Arichment's action to the definition of the (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.

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, pe triggerience

(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 story 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 hote or any indebtedness to the Government secured hereby, in any order the Government 18036 (determines; 1)

Louis (6) 1 Touse the loan evidenced by the note solely for purposes authorized by the Government. USDA-PmHA CONCUMENTS

Pate duly authorized in accordance, herewith), one permer of race to provide the payment of: (a) costs and expenses includent to an increase of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses includent to an increase of the provisions hereof; (b) any prior liens required by law or a completent court to be and the provisions hereof; (b) any prior liens required by law or a completence of the payment of the following order to the payment of: (a) costs and expenses includent to an increase of the provisions hereof; (b) any prior liens required by law or a completence of the following to be and the provisions hereof; (b) any prior liens of the government's option, any other indebtedness of Borrower records required by law or lat dotting to be applied in the property the government's option, any pay its share of the successful rower rower rower of insured by the Government' and (f) any balance to Borrower. In case the government, in the order prescribed rower to be other sale of fallow: any part of the property the Government, in the order prescribed bidder at foreclosure or other sale of fallow any part of the property the government, in the order prescribed index and or other sale of fallow to government prescribed by the government, and the property of the down and the provide to the sale of the prove to the sale of the provement of the prove to the sale of the provement of the p Sprice: by(crediting:such anount:on:any debts:or::Borrower(owing to:or;msnred.iby:me;Government; m.me.order.preserver iabover: of an action for a deficiency indination provide the point provide and a provide a state of the (20) All powers and numbers granted in this institution are completively, as interest and are introceable by defined and the remedies provided in this institution are cumulative in temedies provided in this institution. constraints and the rights and remedies provided in this instrument are comministed in remedies provided by law

(16) Default hereunder shall constitute default under any other real estate, or under any persona property or other security instrument shall constitute default 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 of discharge of any obligation in this instrument or secured by supervises named, as Borrower, die or be declared incompetent, or should any one of the parties named, as Borrower, and the performance of discharge of any obligation in this instrument, or should any one of the parties named, as Borrower, die or be declared incompetent, or should any one of the parties named, as Borrower, die or be declared incompetent, or should any one of the parties named, as Borrower, die or be declared incompetent, or should any one of the parties named, as Borrower, die or be declared incompetent, or should any one of the parties named, as Borrower, die or be declared incompetent, or should any one of the parties named, as Borrower, die or be declared incompetent, or should any one of the parties named, as borrower, and the parties of Borrower incer and any indebted as bankrup or an insolvent, or make an assignment for the benefit of creditors, the Government inference of and take possession of operate or rent the property (c) upon applications bill expresses for repart or maintenance of and take possession of operate or feating of said application in the relative to foreclose this instrument and sell the property as provided by law.
Trustee to foreclose this instrument and sell the property as provide by law.
(18) At the request, of the Government Trustee may foreclose this instrument and sale of free poster or the poster of cash or secured credit at the option of the government and sale of a stanger. Trustee and as any data and purchase as a stranger. Trustee at Trustee is of onclose such sale without being perioral and its agents may bid and purchase as a stranger. Trus purpose orally or in writing and irustee'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-instee duly authorized in accordance berewith). (i) a nearest of area constructed by the sale was conducted by the sale was conducted

(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

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 orce or often-in exercising any right or remedy under this instrument, or otherwise afforded by the Government-whether orce or often-in exercise of any such right or remedy. The Government with a be a waiver of or preclude the exercise of any such right or tendey. (15) If at any time it shall appear to the Covernment that Borrower may be able to obtain a loan from a responsible (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible (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 may be able to obtain a boar to be constructed and and and and a source cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Bor-ower, 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.

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 work of debt'secured by this instrument unless the Government cave otherwise in writing HOWEVER any forhearance by

(13) At all reasonable times the Government and its agents hay inspect the property to ascertain whether the cov-(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt read by the note or any indebtedness to the Covernment secured by this instrument. (b) release any maturity who is (13) At all reasonable times the Government and its agents may inspect the property to enants and agreements contained herein or in any supplementary agreement are being performed. (14) The Government may (a) extend or deter 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 hereof.

vertising, selling, and conveying the property. Onl/(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or onl/(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.

ordinary domestic purposes on a further of the property. (10) To comply with all laws, ordinances, and regulations affecting the property. (10) 10 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 enforcement of or the compliance with the provisions hereof and of the note and any supple 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 enforcement of or the compliance with the provisions hereof and of the note and any supple mentary 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 ad-vertising, selling, and conveying the property.

(yuest, to university one of the source of t (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 numbers.

(7) 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 promotiv deliver to the Covernment without 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 syldencing such payments 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 of (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 remain and make remains required by the Government and not to abandon the

To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed

STATE OF OREGOM: COUNTY OF RLAMATH 18041

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| STATE OF OREGON: COUNTY OF KLAMATH: 55. | |
| Klamath County Title Company the 5th | day |
| Filed for record at request of R7 2:26 M and duly recorded in VolM8 | 7 |
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| Of Evelyn Biehn, County Clerk | H_ |
| By The Smith | -0 |
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(15) If at any time it shall appear to the Government that borrower may be apic 5, obtain a bun from a respective Returne's Home 'Administration of or buchate the constant of the barry of the second o

enants and agreements contained herein or in any supplementary agreement are being performed.

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and acknowledged the foregoing instrument to be

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indebieaness secured hereby and to pay for any stock if they to be purchased in needlon with stoch loso

10:46 WITNESS the hand(s) of Borrower, this ____ cooperative or private credit source, at reasonable rates and terms for loans for shollar purposes and periods of time, Bor

liable under the note or for the debt from liability to the Covernment (c) release portions of the property and schord inste Arameter of GTTB MARRY 2006 Cits tights under this instraction. Any out of an off, second will be dependent of builde (14) The Government may (i) extend or defer the maturity of, and renew and rescribed of the payments on, the debi evidenced by the note of any indebiodness to the Government secured by this instrument. (b) release any party who is

suborunations, and satisfaction, and no usaned holder shall have any right, this or interval in or to the fear or any hearing hereof. conntrols of more than the any policin thereof of interest therein shall be leaved, assessed, solid interested, of encumbered, volument, or or of the way, without the consent of the Government. The Government should as the sole

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(13) At all reasonable times the Governmer the covernmer the covernment and the property to reaction whether the covernment of the covernm

stated above. (25) Upon, the final payment of all indebtedness hereby secured and the performance and discharge of each and (25) Upon, the final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent of otherwise, contained herein or secured hereby, the Government every condition, agreement and obligation, contingent of otherwise, contained herein or secured hereby, the Government shall request frustee to execute and deliver to Borrower at Borrower, and Borrower hereby waives the benefits of all laws re-the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws re-the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws re-the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws re-guiring earlier execution of this instrument or application, thereof to any person of circumstances is held invalid, such the second states of the secon

invalidity, will, not, affect, other, provisions, or, applications, of the instrument, which, can be given effect without the invalid provision of application, and to that end the provisions hereof are declared to be severable.

(16) Definit hercander shall constructe default under any other real estage, or under any personal property of other secured instrument held or manred by the Goyerument and executed or assumed by Barrower, and definit under erg such

or rent the dwelling and has obtained the Government's consent ito 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 and hance of the broberty of any berr reason to any bar create

obuc(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its i future regulations not inconsistent with the express provisions hereof and any buckage of a new second secon

uture regulations not inconsistent with the express provisions nereon. And the set of th

(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 lawsice to Borrower ju case fut Cosecucious is the encourter) (22) If any part of the Toan 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

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by de otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.