	Position 5
	USDA-FmHA Form FmHA:427-7 OR 10311 SALIDE UNIS SOAN THE SUBJECT OF THE CONSTRUCTOR
	Form FintHA:4277 OR 19th CAMPLIES DI PARTIES
	(Rev. 4-21-81) BOLLOAGE LIDATE DE STATE DEED OF TRUST FOR OREGON HA DE SHARE AND
	by No such advance by the Government shall relieve the place design of the Barrower of the <b>130300</b> with in <b>80.543</b> per repaid from the first available. <b>(Birst Honsing)</b> been of the Barrower of the <b>130300</b> page of the Barrower of the first available.
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1.74	PutcicTHIS DEED OF TRUST is made and entered into by and between the undersigned
	一一一一人口不可不知的内理工作。但你们的你们的话,我们我们的任何心情到的。我们们也不知道你们的问题,我们们就是是想要是不是不是不是不是不是不是不是不是
	(1) It returned by the Coverement to many additional modules require of 112 of the example assessments, insurance premiuus and other charges upon the mortgaged premises, (A) we set
	and the second second of the construction of the second se
<u>.</u>	residing in County, Oregon, as grantor(s), herein called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the
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3	。  "你们,在我们的"我们就能能了,你是你的人们就是你的人们就是你的你的,你是你是你是你的,你们们就是你们,你们们还是你的。""你们,你们们不是你?"
3	Klamath Falls , Oregon 97601 , as trustee, herein called "Trustee," and the United
2-	States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as bene-
Cim	ficiary, herein called the "Government," and to see the second of the government as evidenced by one or more promissory note(s) or assumption where the second of the Government author-
$\sim$	Lenie unlied "note" which has been executed by BOLIOWEL IS DAVADE to the Order of the Obter minimum, which has
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5	izes acceleration of the entire indebtedness at the option of the Government upon any default of Borrower, and is consistent and any default of Borrower, and is consistent of Borrower, and Borrower, and Borrower, and is consistent of Borrower, and
20	as follows it ob Borrow et strug (a) in aux schell and at an finne to sound appendix to sound to the investor of the Date of Final neurons of other characters (c) at an incertage of the out is here of the sound of the out of the out of the other othe
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of any part discretion in interest discretion all of which are herein called "the property"?

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153201101), BECCREAT 10 THE ME 19616 of HELEMAR DOLLARS IN LEMAN TO LEMAN THE AND ALL AND A ment, 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:

The North 60 feet of Lot 26 and the South 10 feet of Lots 24 and 25 of LOST RIVER COURT ADDITION TO THE CITY OF MERRILL, in the County of Klamath, State of Oregon.

which said described real property is not currently used (or agricultural, tunbe) or graving purpose:

to secure the Government against loss under its insurance constant by reason of any default by Borrowser,

of any part thereof or interest therein-all of which are herein called "the property";

OF OLEGON. RIVER COURT ADDITION TO THE CITY OF MERLIA. In the County of His 18084 The North 60 feet of Lot 26 and the South 10 feet of Lots 34 and

notigiges to Trustee the following described property structed in the State of Grean Countries) NOW, THEREFORE, in consideration of the loan(s) Bottower hereby grants barganis soll, cravely a warrant and

And this instrument also secures the recepture of any interest credit or subsidy which may be gradied to the Bard or

the note or dusch to the debit stillenedd thereby, but se to the note and such debit stant constitute and there are a shall seeme provinent of the noise but when the note is faild by an instruct holder, this requirement shall not serve a Government, or je the even the Government doord asser the instrument without figurance of the even of And it is the purpose and internal this instrument their, among other raines, at all times a loss receiver exactly and the second exactly

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

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever; OCCOINTRUST, 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. At the property the the construction of endpoints of the provide states and assigns WARRANTS the point 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 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

(determines.) 101111 (6) 17/Tojuse the loan evidenced by the note solely for purposes authorized by the Government.

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assessments, insurance premiums and other charges upon the mortgaged premises.

interest at the rate borne by the note which has the highest interest rate and an and the second states and the second seco

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constration;

by the Government pursuant to 42.0.5.C. \$14905.

all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern-

(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.

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

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts

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(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 of any indebtedness to the Government secured hereby, in any order the Government Filed for record at request of Agpent FLAR Compared AL, and day record of October A D, 19 87 at 3:26 object P M, and day record of of October at D, 19 87 at 3:26 of 00 Page 19090 of October A D, 19 87 at 3:26 object P M, and day record of 00 Page 19090 of Moriganes Distributed Commentant Strengthered St

## STATE OF OREGON. COUNTY OF KLANIADI

To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed (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 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. and pretumben to pe -- MARKEN CARE END AND A

(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 piority-hereof and to the enforcement 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.

COC(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. 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 Govern-ment, 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 doub pectage, or as

128 BO(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 Bor-rower owing to or insured by the Government; and (f) any balance to Borrower. In case the Government is the successful bidderiat: 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 apoves of an action for a deficiency judgment of limiting the amount thereas to the time when a ve-

(21) Bortower agrees that the Government will not be bound by any paragraphical and otherwise, and the lights and remedies provided in this instrument are complative to remedies pro-(20) All powers and agoncies granted in this instrument are coupled with an analysis co-

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tion imposed including the interest rate it in an energy of the second rower. Borrower expressly waives the benefit of any such State law (22) If any part of the loan for which this instrument is grepair of property to be used as an owner occupied dwelling (her or rent the dwelling and has obtained the Government's consent for Borrower will, after receipt of a bona fide offer, refuse to nego make unavailable or deny the dwelling to anyone because of rac	ein called "the dwelling") and if Borrower inte to do so (a) neither Borrower nor anyone author btiate for the sale or rental of the dwelling or will a color religion, sex or national origin, and (b	ends to sell rized to act 1 otherwise ) Borrower
recognizes as illegal and hereby disclaims, and will not comply w	suce of successful as the ball and the	
(23) This instrument shall be subject to the present regr future regulations not inconsistent with the express provisions here (24) Notices given hereunder shall be sent by certified ma until some other address is designated in a notice so given, in the United States Department of Agriculture, Portland, Oregon 972	introns of the Fairners from Administration, in unless otherwise required by law, addressed, case of the Government to Farmers Home Adm 204 and in the case of Borrower at the post of	, unless and ninistration, fice address
(25) Upon the final payment of all indebtedness hereby every condition, agreement and obligation, contingent or other shall request trustee to execute and deliver to Borrower at Borro the property within 60 days after written demand by Borrower	secured and the performance and discharge wise, contained herein or secured hereby, the C wer's above post office address a deed of recou r, and Borrower hereby waives the benefits of	nveyance of all laws re-
(26) If any provision of this instrument or application t invalidity will not affect other provisions of applications of the provision or application, and to that end the provisions hereof are	hereof to any person of circumstances is not in e instrument which can be given effect without declared to be severable.	s sir fri ni r
(10) Detaut hervaider shalf constitute default under any secured frat/ament held or upared by the Government and exc other secures inserancely shall constitute default bereficies.	ingen wannet of general second and the	ng kalan di karang kalang k Kalang kalang
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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 main-tenance 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 regula-tion impose; including the interest; rate it may charge; as a condition of approving a transfer of the property to a new Bor-rower. Borrower expressive waives the benefit of any charge; as the laws

(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.