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THIS DEED OF TRUST IS MADE	and entered into by and between	n the undersioned	ren en la parecera parecer. Pe municatore de una una ser.
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The second secon	WALLET WALLET	RICH, husband	and wife

1975 AFEN A	F. 1 RUS 1 is made and entered in	nto by and between the	undersigned	41915() . 401, sung iss).
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mentiding advances nower when due, as	Of hot the wife is graved by total and or payment to provide the second or provide and or provid	nor neur tegansa nere for the preservation, pr	armene bene of beginning it.	Pie feur ar ganage og ven hare ga ven
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States of America, a ficiary, herein called WHEREAS Bo agreement(s), herein zes acceleration of the stollows!! PA 8021	the "Government," and:	heim, executors, admini- benefit of the Coverage	ited States Department of A	griculture, as bene-

as follower. Proceedings and (c) in any each and at all those to escribe the brought becomes all admines and expenses and

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The first of the property into Itusies of any sale, least transfer, conveyance, or concernation of any pure first of any time which are herein called the property now or later which stock pertaining there are an all regiments at any time whole or in a property in the property of the property in the pr

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 the 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:

Lots 36 and 37 Ponderosa Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

by Borrower may be applied on the note or any indebtedness to the Covernment secured hereby, in any order the Covernment and order the Covernment secured hereby, in any order the Covernment and or No such advance by the Covernment shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by the Covernment secured hereby, in any order the Covernment secured hereby, in any order the Covernment secured hereby, in any order the Covernment secured hereby. able by Bottower to the Government shall relieve Bottower from breach of Bottower's covenant to pay. Any payment made advances required by the terms of the covernment, including advances, for payment of prior, and/or junior liens, in addition to and payable by Borrower to the Covernment without demand at the place designated in the latest note and shall be secured hereby.

for Borrower's account. All such advances shall bear inferest at the rate borne by the mote which has the highest inferest (2) All advances by the Covernment training advances for navment of prior and/or innior liens in addition to any tower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest including advances for payment of prior and/or junior liens, 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 (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts, the salvances for navment of prior and/or junior liens, required herein to be paid by Borrower and not baid by Borrower.

(3) If required by the Government to make additional monthly payments of 1/12 of the estimated annual taxes, whether or not the note is inqued by the Government the Government the Government are as any other annual taxes.

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.

(1) To pay promptly when due any indebtedness to the Covernment hereby secured and to indemnify and save harmall times when the note is held by an insured holder, borrower shall continue to make payments on the note is held by an insured holder, borrower shall continue to make payments on the note to the Covernment, as collection agent for the holder, and the note is held by Borrower shall continue to make payments on the note to the Covernment, as collection agent for the holder, and the note is the Covernment of the note is held by Borrower and the note is held by Borrower. At the holder, as collection agent for the holder, and the note is held by Borrower and the note is held by Borrower. At the note is held by Borrower and the note is held by Borrower and the note is held by Borrower. At the note is held by Borrower and the note is held by Borrower and the note is held by Borrower. At the note is held by Borrower and the note is held by Bo

VAD VCREES as tollows: The constant of the control property and the title thereto unto Trustee for the benefit of the Covernment against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabovel and demands whatsoever except any liens. nade a part hereof.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the rive and the title thereto unto Trustee for the benefit of the Covernment against all lawful claims and demands whatso-

ment of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein tures made by the Government, with interest, as hereinafter described, and the performance of every coverant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein 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 agree 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 expending any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of 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 Covernment against loss under its insurance endorsement by reason of 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 the note and IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern- 5018 should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;

owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or inferest there.

TO HAVE AND TO HOI D the property unto Trustee's successore area and accions forever. whole or in part with loan funds, all 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 inferest there. from, all improvements and personal property now or later attached, thereto or reasonably, necessary to the use thereof, while or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time together with all rights (including the right to mining products) gravel; oil; gas, coal of other minerals), interests; easements, and appurtenances thereunto belonging, the rents; issues, and profits thereof and income thereof from, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof.

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which and described real property is not decembly used for agricultural, timber of grazing purposes.

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to or reasonably necessary to the demand receipts evidencing such	Il taxes, liens, judgments, encumbrances all charges and assessments in connection ne use of the real property described about payments. ty insured as required by and under insured to the Government.	rance policies approved	by the Government and, at
(9) To maintain impro-	ty insured as required by and under miscies to the Government. vements in good repair and make repairs repairs, exacte, lessening or impairment of the secure; or lease any timber, gravel, oil; gas, of laws, ordinances, and regulations affectives the Government for expenses reasonable enforcement of or the compliance with th	oal, or other minerals ex	cept as may be necessary for

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, withvertising, selling, and conveying the property. portion thereof or interest therein shall be leased, assigned, soid, transferred, of encountered, voluntarily of otherwise, white out the written consent of the Government. The Government shall have the sole and exclusive rights, as beneficiary here out the written consent of the Government. The Government shall have the sole and exclusive rights, as described and exclusive and extisfaction, and no under, 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.

[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 (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 liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate liable under the note or for the debt from liability to the Government. Any and all this can and will be done without affecting the liable and (d) waive any other of its rights under this instrument. name under the note or for the deal from namely to the Government, C. release portions of the property and substitute its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting 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 cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time. Borrows with the contraction of the contracti 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-

(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 of the pusiones of assumed by notice (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 die or be declared incompetent, or should any one of the parties named as Borrower have an assignment for the benefit of creditors, the Government as Borrower be declared a bankrupt of an insolvent, or make an assignment for the benefit of creditors, the Government as Borrower be declared a bankrupt of an insolvent, or make an assignment for the benefit of creditors, the Government as Borrower be declared a bankrupt of an insolvent, or make an assignment for the benefit of creditors, the Government as a supplied to the control of the parties and assignment for the benefit of creditors, the Government as a supplied to the control of the parties and assignment for the benefit of creditors, the Government as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the parties and as a supplied to the control of the contro named as Borrower be declared a bankrupt of 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 ness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay ness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay ness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay ness to the Government, without other evidence and without notice of hearing of said application, teasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application, reasonable expenses or rent the excent of possession of, operate or rent the property, (c) upon application, reasonable expenses or rent the property, (c) upon application, reasonable expense or rent the property, (c) upon application, reasonable expenses or

rime to time without other house that of a 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 on the posted notices; and at such such the Government and its agents may bid and purchase as a stranger, trustee at Trustee Society of the property of authorized by Trustee for such purchaser purpose or ally or in writing and Trustee's execution of a conveyance of the property or any part, thereof to any purchaser purpose or ally or in writing and Trustee's execution of a conveyance of the property or any part, thereof to any purchaser purpose or ally or in writing and Trustee's execution of a conveyance of the property or any part, thereof to any purchaser purpose or ally or in writing and Trustee's execution of a conveyance of the property or any part, thereof to any purchaser purpose or ally or in writing and Trustee's delegate authorized by the property or any part, thereof to any purchaser purpose or ally or in writing and Trustee's delegate authorized by Trustee's delegat bullose orany of in writing and reasters execution of a conveyance of the property of any partitioner to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personally or through Trustee's delengence that the sale was conducted by Trustee personal trustee the sale was conducted by Trustee the sale was conducted by Trustee the sale was conducted by

gate duly authorized in accordance herewith solice to use to use our tree are to use our tree are the continue of the continue gate duly authorized in accordance herewith. Out to he applied in the following order to the payment of: (a) costs and expenses (19). The proceeds of foreclosure safe 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 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's option, any other indebtedness of Borrow required by law or a competent court to be so paid; (e) at the Government's option, any other indebtedness of Borrow required by the Government is the successful record required by the Government and (f) any balance to Borrower. In case the Government is the purchase for the property of other calculations and the property the Government may pay its share of the purchase rower owing to or insured by the Government; and ti) any parance to borrower, in case the Government is the successful bilder at foreclosure of other sale of all or any part of the property, the Government may pay its share of the purchase bilder at foreclosure of other sale of all or any part of the property, the Government may pay its share of the purchase pluder at toreclosure or other sale of an 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 above 11.1 Borrower in the contract of the property of the popular of the property of the popular of the property of the popular of the property of the propert ares, and the rights and recording exactly a first instrument are considered by the satisficant and are seen **4 GPO-1986 Ess-888** (50) All bowers and recorder drained in this instrument are considered by the satisficant and are seen **4 GPO-1986 Ess-888**

(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 tenance of an action for a tenciency judgment of infining the amount thereof of 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 Bor-(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 albona 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 address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address stated above!) is suggested to the same as the post office address stated. (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'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 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. (16). Default bureunder shall constitute defaul chuder any other real estate, or under any personal property of other into a publication that are more real entering of other real estates. ter considerately senior for the indebtedness secured hereby-end-re-pay to land stock netessary to be purchased in a Sooperative leading agency in con-(1991) The control of the property of the prop the consernment-whether once at often in exercising any light of Ungline Sullivel applicable law, that negation awaiter of or preclude the exercise of say Unit of Sullivel the foundation the more not not be about the metal to the solutions. 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and acknowledged the foregoing instrument to be their voluntary act and deed. Before me meaning to bubble the foregoing instrument to be their voluntary act and deed. Before me meaning to bubble the foregoing instrument of the property of the foregoing instrument of the foregoing instrument of the foregoing instrument in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed. Before me meaning in the foregoing instrument to be their voluntary act and deed in the foregoing instrument to be their voluntary act and deed in the foregoing instrument to be their voluntary act and deed in the foregoing instrument to be their voluntary act and deed in the foregoing instrument to be their volu demant reserved (houself taxes, liens, judgments, chemic proper, and proper and proper and proper (15-18-88 area and assessments in consec. Wi Commission exhibits (15-18-88 area and assessments for or reserved, including several property and proper and proper (15-18-88 area and assessments). 12-19-88 այստություն STATE OF OREGON: COUNTY OF KLAMATH: Klamath County Title Co. Filed for record at request of A.D., 19 88 at 9:31 o'clock A.M., and duly recorded in Vol. Nov. day of on Page __ 20183 Evelyn Biehn \$23.00 County Clerk Return: K.C.T.C