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able by Portower in the Government without the different for the the the the same must be study to excise thereby THIS DEED OF TRUST is made and entered into by and between the undersigned <sup>134</sup>KENNETH C. BUSH, JR. and LYNN S. BUSH, husband and wife

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FmHA 427-7 OR (Rev :5-88)

rower when doe, as well as any costs and expenses for the preservation; protection, or enforcement of the horizon deabers

(4) Whether or not the note is insured by the Gevennicate the Gevennications, at any true may any orbit concents, residing in the manner that and the more configuration the more real months becauty, Oregon, whose post office address is (3) [] using eq. (3)

"E THIS PLO. Box 2191, Merrill \_, Oregon \_\_97633

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 \_

e our condition and the provided of Third Ave., Portland , Oregon 97204 , as trustee, herein called "Trustee," and the United 1220, SW. Third Ave., Portland

States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and to the paveto of the from the traces bepartin

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described. as follows: it by hottower, and (c) in any event and at all times to scatte the prompt payment of all accordes and explude

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TO HAVE AND TO HOLD the property unto Frustee, Funder's successors, grantee, and grantee of set in-all of which are herein called "the property";

owing to Bottower by virtue of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, transfer, conveyance, or condemnation of any part three of any safe, lease, three of an Under in gottoner printing of analysis state (tablet conversion becompensation of an and the state in a state ment, thereof, pursuant, to, Title, V of, the Housing, Act, of 1949 or, any other statutes administered by the Farmers Home

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, wairants 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 3, BURKE PLACE, TRACT 1142, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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able 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. 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.

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advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and pay-

(1953 . (6), To use the loan evidenced by the note solely for purposes authorized by the Government.

3215 (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts, (4) 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 for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest Tabulana (puncta) rate. Statest of Traca acer ់ស្រុងដូចនេះ

(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.

Farmers Home Administration.

all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder. (2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the

To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-(1) less the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At

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 Corectors

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 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

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;

together with all rights (including the right to mining products, gravel, oil, gas, coal or other minerals), 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 carpeting purchased or financed in

the note or street to the debt evidenced thereby, but its to the note and such debt of all considers an indentities more accelerate shall seeme payment of the poter but when the note is held by an instruct helder, this wattument that not accurate present of Covernment, or in the event the Government should easing this instrument without examine of the same that management And it is the purpose and mixin of this maniment shore among other dipersion of strates where the rate is the rate Mailanelister

And this instrument also secures the recapture of any interest credit of subidy which may be proved to the Borrow of to secure the Government against loss under its insurance contract by reason of any depend by Borcover,

moritages to Prusice the following described property stillated in the State of Dream Countrylies of MOW. THEREFORE, in consideration of the loan(s), Borrower hereby stants, bargains, solid conterm, stants (s and by the Government pursuant to #2 U.S.C. \$1490a

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which said described real property is not currently used for apricultural, tunder or grazit purposes

In the office of the County Clark of Klamsth County. Gregory LOC 3. BURKE PLACE, TRACE 1142, according to the official plan chapter of first (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 promptly deliver to the Government without demand receipts evidencing such payments.

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(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.

(10). To comply with all laws, ordinances, and regulations affecting the property.

and water

(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 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.

(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, 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.

(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.

(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 Government, 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 application 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 each 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 to any purchaser of the property or any part thereof to any purchaser variable in accordance herewith. The sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

<sup>14</sup><sup>11</sup>(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses <sup>1</sup>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 frote and all indebtedness to the Government secured hereby, (d) inferior liens of trecord required by law or a competent court to be so paid; (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government; and (f) any balance to Borrower. In case the Government is the successful Pbidder at foreclosure for 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 idebts of Borrower owing to or insured by the Government; in the order prescribed above; 1 not on a point and equipment equipment point of borrower or price by the Government of any idebts of Borrower owing to or insured by the Government; and (f) any balance to Borrower. In case the Government is the successful point of the purchase of the property of the property of the property is the government; in the order prescribed above; 1 not on any idebts of Borrower owing to or insured by the Government; in the order prescribed

otherwise and the rights and spondes granted in this instrument are compled with an intervalent evolution over **# GbO—1888—283-886** (20) All powers and spondes granted in this instrument are compled with an intervalent provided by **# GbO—1888—283-886** 

	(21) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting main-brought; (b) prescribing any/other/statute/of limitations, or (c) limiting the amount thereof or the time within which such action must be too with an inferest and are irrevocable by death or tenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be too with an inferest and are irrevocable by death or tenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be too with any to ther statute of limitations, or (c) limiting the conditions which the Government may by regularower. Borrower expressly waives the benefit of any such State laws: any constitute the property to a new Borrower appression of property to be used as an owner occupied 'dwelling' (herein called "the dwelling") and if Borrower intends to sell for Borrower will, after 'receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will offer, refuse to negotiate for the sale or rental of the dwelling to anyone because of arace, color, religion, sex or national origin, and (b) Borrower dwelling relating to race; color, religion, sex; or national origin, and (b) Borrower dwelling relating to race; color, religion, sex; or national origin, and (b) Borrower dwelling relating to race; color, religion, sex; or national origin, and (b) Borrower dwelling relating to race; color, religion, sex; or national origin, and (b) Borrower dwelling relating to race; color, religion, sex; or national origin, and (b) Borrower dwelling relating to race; color, religion, sex; or national origin, and the subject to the present regulations of the Farmers Home Administration.
	future regulations not inconsistent with the express provisions hereof. 6 studies of the Farmers Home Administration, and to its (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, Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown in the above.)
	every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower's above post office address a deed of reconveyance of quiring earlier execution or delivery of such deed of reconveyance, and Borrower's above post office address a deed of reconveyance of (26) If any provision of this instrument or application thereof to any provide the secure of the se
	(10) Depart pre-index and constraints provisions hereof are declared to be severable.
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	and busites lateral (AlSthe online of first day of ) we rebruary many $(1) - 90$ , personally appeared the above- named $(1)$ KENNETH C. <sup>(1)</sup> BUSH ("JR A and "LYNN"S: BUSH complete on the state of the
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	and acknowledged the foregoing instrument to be <u>their</u> voluntary act and deed. Before me
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FEE	\$23.00 Evelyn Blehn County Clark
	By Dauline Mullendere

(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.

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