

USDA-FmHA
Form FmHA 1927-7 OR

K-45664

RETURN TO:
FMHA

2455 PATTERSON STE 1
Klamath Falls, OR 97603

(Rev. 5-92)

REAL ESTATE DEED OF TRUST FOR OREGON (Rural Housing)

(THIS DEED OF TRUST is made and entered into by and between the undersigned -

CARLOS S. COBIAN AND CARMEN V. COBIAN

residing in **KLAMATH** County, Oregon, whose post office address is

is **PO BOX 155, MALIN**, Oregon **97632**, as grantor(s), herein

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

State Director of the Farmers Home Administration for the State of Oregon whose post office address is **ROOM 1590**
FEDERAL BUILDING

1220 SW 3RD AVENUE, PORTLAND, Oregon **97204**, as trustee, herein called "Trustee," and the United

States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

as follows:

Date of Instrument Principal Amount Annual Rate of Interest Due Date of Final Installment

11-9-93 \$4,500.00 17.25% 11-9-2026

6-20-90 \$46,900.00 9.00% 6-20-2023

ASSUMPTION AGREEMENT

11-9-93 \$45,000.00 7.25% 11-9-2026

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment 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 deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

NOW, THEREFORE, in consideration of the loan(s), Borrower hereby grants, bargains, sell, conveys, warrants and mortgages to Trustee the following described property situated in the State of Oregon, County(ies) of

KLAMATH

which said described real property is not currently used for agricultural, timber or grazing purposes:

LOT 1 IN BLOCK 3 OF TRACT 1137 MEADOWGLENN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY DESCRIBED IN A DEED OF TRUST GRANTED BY ARTHUR G. KISSAMITAKIS AND MARY ALICE KISSAMITAKIS DATED JUNE 20, 1990, RECORDED IN BOOK M90, PAGE 12214.

475562

U.S. DEPT. OF AGRICULTURE

Form F-103 (Rev. 1-22-33)

11-00-32V10-40 RCVD

RETURN TO:

FINCH

K-25000

REAL ESTATE DEED OF TRUST FOR OREGON KIMATH ESTATES, OR 12503

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by 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. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government, PATTERSON STE 1

(7) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts, including advances for payment of prior and/or junior liens, 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 rate.

(8) 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.

(9) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(10) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm- less the Government against any loss under its insurance of payment of the note by reason of or default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern- ment, as collection agent for the holder. (11) The Government shall have the right to assign the note through the

PROPERTY AND THE TITLE HERETO UNTO TRUSTEE FOR THE BENEFIT OF THE GOVERNMENT AGAINST ALL LAWFUL CLAIMS AND DEMANDS WHATSOEVER EXCEPT ANY LIENS, ENCUMBRANCES, EASEMENTS, RESERVATIONS, OR CONVEYANCES SPECIFIED HEREIN, AND COVENANTS

BORROWER FOR BORROWER'S SELF, BORROWER'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS WARRANTS THE PROPERTY AND THE TITLE HERETO UNTO TRUSTEE FOR THE BENEFIT OF THE GOVERNMENT AGAINST ALL LAWFUL CLAIMS AND DEMANDS WHATSOEVER EXCEPT ANY LIENS, ENCUMBRANCES, EASEMENTS, RESERVATIONS, OR CONVEYANCES SPECIFIED HEREIN, AND COVENANTS

TO HAVE AND TO HOLD THE PROPERTY UNTO TRUSTEE, TRUSTEE'S SUCCESSORS, GRANTEES AND ASSIGNS FOREVER; IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern- ment should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expendi- tures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agree- ment of Borrower contained herein or in supplementary agreement described, and the performance of every covenant and agree- ment of Borrower for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE PROPERTY AND THE TITLE HERETO UNTO TRUSTEE FOR THE BENEFIT OF THE GOVERNMENT AGAINST ALL LAWFUL CLAIMS AND DEMANDS WHATSOEVER EXCEPT ANY LIENS, ENCUMBRANCES, EASEMENTS, RESERVATIONS, OR CONVEYANCES SPECIFIED HEREIN, AND COVENANTS

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 TENTS, 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 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 there- in all of which are herein called "the property";

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(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.

(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.

(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) This instrument secures to the Government the repayment of the debt evidenced by the note, including all adjustments, renewals, extensions or modifications in the interest rate, payment terms or balance due on the loan; the payment of all other sums, with interest, advanced under paragraph 4; and the performance of Borrower's covenants and agreements under this instrument and the note. The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) 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, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) 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 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 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 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.

(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 Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at 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 above.

(21) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status or age, 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, national origin, handicap, familial status or age.

(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.)

(25) Upon the final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at Borrower's above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(12) If it will turn out that the Government has not provided any of the information requested by the Commission, the Commission will have to consider the possibility of taking further action.

WITNESS the hand(s) of Borrower this 9th day of November, 1931

to the Government' (c) various holdings of the Government and various

CARLOS S. COBIAN

CARMEN V. COBIAN este tanbuc în proiectele de lege care
 vor schimba statutul juridic al femeilor în România. Este o femeie
 de afaceri, care a devenit cunoscută în România și în străinătate
 datorită activității sale în domeniul construcțiilor și al comerțului
 cu bunuri de lux. Este o femeie care a reușit să se impună în
 lumea afacerilor și să devină una dintre cele mai bogate femei
 din România. Este o femeie care a reușit să se impună în lumea
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 România.

[illegible]

ACKNOWLEDGMENT


STATE OF OREGON, of and to the County of Klamath, ss: I, the undersigned, being duly qualified and sworn, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County of Klamath.

On this 9th day of November, 1993, personally appeared the above-

_____, personally appeared the above-named Carlos S. Cobian and Carmen V. Cobian, known to me to be the persons whose names are subscribed to the foregoing instrument, acknowledged to me that they executed the same for the purposes and consideration therein expressed.

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me

[illegible]


DEBRA DUCKINGHAM
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 020140
 MY COMMISSION EXPIRES DEC 19, 1996

Notary Public.
 My Commission expires 12-19-96

OF GREGORY COUNTY, OREGON, and the same is hereby certified to the proper officers of the State of Oregon, to be recorded in the public records of the same.

E OF OREGON: COUNTY OF KLAMATH: SS.

for record at request of Klamath County Title co the 9th day
Nov. A.D. 19 93 at 10:40 o'clock A.M. with

of Mortgages on Page 29586

\$25.00

Evelyn Biehn County Clerk
By Douglas Mullins