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residing in <u>KLAMATH</u> County, Oregon, whose post office address is Lotust trong standards, making a grantor(s), herein is <u>PO BOX</u>, 155, MALIN and standards a grantor(s), herein

is <u>140</u> Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the second project Borrower, and the Farmers Home Administration for the State of Oregon whose post office address is <u>ROOM 1590</u>.

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 acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary; herein called the "Government," and acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary; herein called the "Government," and acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary; herein called the "Government," and acting through 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, author "izes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: a trust provide the farmer of the order of the Government, author that a part of the entire indebtedness at the option of the Government upon any default by Borrower, and is described at a follows: a part of upon and the part of the order of the Government, author that the option of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: a part of upon and the part of the net of the order of the content of the entire of the order of the content of the entire of the part of the pa

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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 subsldy 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.



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AHmT-AGEU K-45664 (5. (6) 3. To use the loan evidenced by the note solely for purposes authorized by the Covernment, FULLERSON SIE 1 Forn FmHA 1922.7 OR REAL ESTATE DEED OF TRUST FOR OREGON RIAMATH FAILS, OR

by Borrower may be applied on the note or any indebtediress to the Government secured hereby, in any order the Government secured hereby in any order the Government secured hereby in any order the Government secured hereby. able by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. (S) 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 pay-

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

assessments, insurance premiums and other charges upon the mortgaged premises. (3) If-required by-the Government, to make additional monthly payments of 1/12, of the estimated annual taxes,

(2) To pay the Covernment such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration. ment; as collection agent for the holder. House Administration. United States Deperiment of Assistinate states theorie in the

all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Governless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-

ever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS property and the title thereto unto Trustee for the benefit of the Covernment against all lawful claims and demands whatso-BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the

alou, de septimore, create le apo de parteplace as recontración entres parteplantes, tavas focas finde e abem bre ment 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 expendi-tures made by the Covernment, with interest, as hereinafter described, and the performance of every coverant and sgreeagreement herein to indemnity and save harmless the Government against loss under its insurance endorsement by reason of insurance of other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of ment should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and A TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Govern-

- 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 interest thereincluding, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole of 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 or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income thereof, from, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including but not limited to ranges refrigerators, otherators and thereto or reasonably necessary to the use thereof,

And it is the purpose and intent of the instrument that, among other (bligs, at all turns when the note is held by the Generations, or he the over the Overmont should essign this instrument without mairance of the note, this instrument shall secure payment of the poter but when the bote is held by an insured holder, this instrument shall not secure payment of the next or arrachive the new evidenced thereby, but as to the note and such debt shall constitute an indomnity more see

to we are the Government against loss under its insurance contract by reason of any default by Borrower; even this materianent also recurse the recuping of any defeired principal and interest or of any interest credit and subrely which may be maned to the Borrower by the Covernment pursuant to 42 (1.5.C. §§1472(5) or 1490a, respectively

view should the under any Shared Appreciation/Recapities Agreement entered into pursuant to 7.11.S.C. §2001. solvy. THEREDORE, in consideration of the loan(s), florrower hereby grants, bargains, will, conveys, warrants and normannes un Te are the following described property situated in the State of Oregon. Countyfies) if

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which and described real property is not currently used for agricultural, umber or grazing purposes:

LOC 1 IN STOCK 3 OF TRACE 1137 MEADOWCLENN, ACCORDING TO THE OFFICIAL PLAT-THEFEOR OS FULL IN THE OFFICE OF THE COUNTY CLERK OF KLANATH COUNTY, OREGON. THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY DESCRIBED IN A DEED OF TRUST GRANTED BY ARTODR G. KISSAMITARIS AND MART ALICE RISSAMITARIS DATED JUNE 20. 1990. ACCORDEN IN BOOK M90, PAGE 12214.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses (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 (D) 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 price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed

(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 produmetion at the time and place appointed for such sale and correction made time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made the 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 at Trustee's purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchase at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's deleg-gate duly authorized in accordance herewith.

(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 and as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Governnamed as porrower be declared a bankrupt or an insolvent, of 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-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 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

(13) If at any time it shall appear to the Government that boltower may be able to obtain a ball from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrowers; 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 overall of this maximisent of abblestion (peterly to any below and dra (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: (Bottored apply box offer

(14) This instrument secures to the Government the repayment of the dept evidenced by the note, including an adjust-ments, 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 and this instrument and the note. The Compared terms (a) adjust the interest rate payment terms or belower due on the an other sums, with interest, auvanced under paragraph +, and the performance of portower'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 any indebtedness to 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 Bor 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 Bor-rower's or any other party's liability to the Government for payment of the note or debt secured by this instrument on Bor-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

(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 adjust-

out 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

(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, with

(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 enforcment of or the compliance with the provisions hereof and of the note and any suppleand priority nereon and to us emotionent of or the compliance with the provisions hereor and or the note and any support 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 advertising, selling, and conveying the property.

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

(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

(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.

against the property, including an 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

(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 momently deliver to the Operational States and assessments and assessments in the state of the real property described above and momently deliver to the Operational States and assessments and assessments in the state of the real property described above and momently deliver to the Operational States and assessments an

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(13) At all reasonable three the Governme**VCKNOMFEDGMENL**eet the property to assertion whether the covernments and agreements contained herein or in any supplementary agreement are being performed.

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(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 'scured 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. The torigon of the instrument waives the benefits of all laws reinvalidity will not affect other provisions or applications of the instrument, which can be given effect without the invalid improvision or application, and to that end the provisions bereaf are declared to be concepted.

(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)

(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.

(20). All powers and agencies granted in this instrument are coupled with an interest and are interocable by usant of otherwise; and the rights and remedies provided in this instrument are complete with an interest and are interocable by learn of otherwise; and the rights and remedies provided in this instrument are complete with an interest and are interocable by law. (21) Borrower agrees that the Government will not be bound by any present of 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 waves the benefit of any such State laws.

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