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REAL ESTATE DEED OF TRUST FOR OREGON
(Rural Housing)

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

FRANCISCO JAVIER LEON-ALVARDO and

IDEANNA D. LEON

residing in Klamath

is P.O. Box 465 Merrill County, Oregon, whose post office address is

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 101 SW

Main Suite 1410 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 bene-

ficiary, 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, author-

izes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described

as follows:

Date of Instrument 12-19-94 Principal Amount \$47,000.00 Annual Rate 8.0% Due Date of Final 12-19-2027
Instalment

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the pay-

ment thereof pursuant to Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home

Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the

Government, or in the event the Government should assign this instrument without insurance of the note, this instrument

shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of

the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage

to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and sub-

sidy 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 35, LOST RIVER COURT ADDITION TO MERRILL, in the County of Klamath,

State of Oregon.

THIS DOCUMENT IS BEING RE-RECORDED TO SHOW THE CORRECT "DATE OF THE INSTRUMENT"

AND THE "DUE DATED OF FINAL INSTRUMENT."

Return: ~~XXXXXXXXXX~~ FARMERS HOME ADMINISTRATION
2455 PATTERSON STREET, SUITE 1
KLAMATH FALLS, OREGON 97603

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(6) To use the loan evidenced by the note solely for purposes authorized by the Government
ment determined.
(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any
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 be applied on the note or any indebtedness to the Government secured hereby, in any order the Govern-
ment determined.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts,
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, requested herein to be paid by Borrower and not paid by Bor-
rower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances
assessment, 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,
Farmers Home Administration.
(2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the
ment, as collection agent for the holder.
(1) 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 any 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, except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and covenants

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
AND AGREES as follows:
(a) at all times when the note is held by an insured holder, to secure prompt payment of the note and
insurance or other extensions thereof and any agreements contained therein, including any provision for the payment of
any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expend-
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, the provisions of which are hereby incorporated herein
and made a part hereof.
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 extensions thereof and any agreements contained therein, to secure prompt payment of the note and
any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expend-
itures 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, the provisions of which are hereby incorporated herein
and made a part hereof.

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;
in all of which are herein called "the property";
owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest there-
whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time
including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in
from, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof,
hereditaments and appurtenances thereunto belonging, the tents, issues, oil, gas, coal or other minerals, interests, easements,
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, oil, gas, coal or other minerals, interests, easements,
from, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof,
whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time
including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in
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";
TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;

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EMHW 10323 OR (REV. 2-5)

U.S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
WASHINGTON, D.C. 20250

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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.

(3) 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.

(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 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.

(27) It is the intent of the parties to this instrument that the provisions hereof shall be binding on the parties and their heirs, assigns and assigns forever.

WITNESS the hand(s) of Borrower this 19th day of December, 1994.

Francisco Javier Leon Alvarado
FRANCISCO JAVIER LEON-ALVARADO

Deanna D. Leon
DEANNA D. LEON

ACKNOWLEDGMENT FOR OREGON

STATE OF OREGON

COUNTY OF Klamath

On this 19th day of December, 1994, personally appeared the above-named Francisco Javier Leon-Alvarado and Deanna D. Leon

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



Sandra S. Crane
Notary Public.

My Commission expires July 7, 1997

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 19th day of December, A.D. 1994 at 3:32 o'clock P M., and duly recorded in Vol. M94 on Page 38177.
By Evelyn Biehn County Clerk
FEE \$5.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 14th day of March, A.D. 1995 at 3:32 o'clock P M., and duly recorded in Vol. M95 on Page 5679.
By Bernetha G. Letsch County Clerk
FEE \$20.00