unsus gossitionune

Position 5

Vol. 1195 Page 09-08-95P03:51 RCVD

USDA-FmHA

Form FmHA 1927-7 OR

(Rev. 5-92) o nes the load evidenced by the note sulpivious temporal for the ex-REAL ESTATE DEED OF TRUST FOR OREGON pr gottomet und se abinge on als Kist 1308 GRural Housing) "strock."

drances regarest in the Re His he Bornese in the Ci A more retrieve in the Ci	ของเลขารอก คับสำหรับสมาช	នរប់ឈ្មោ ១៩ ស្គ្រន់ ស្ពៃ១០១ ស្គ	រូស៊ីរៈពេលប ុព្វ នេះបានប្រ	
THIS DEED OF TR	UST is made and ent	ered into by and betwe	en the undersigned	
tgs:	MENDEZ- AND- MAR	TA-MIRTLLO-MEND	EZ.	<u></u> .
Service Color of 1920s. The SACO SP	1532 ។ បានមានផ្លាស់ ២០១៤៤	NAS ESE EME EMOTOTANGER	AL CONTRACTOR OF THE PROPERTY	
บัญชังสุด 1 ธรุงกับครอง ค.ศ. ใหม่ รุงการสงครอง ค.ศ. ใหม่	most of tripl and or	r kebesahan jalawan adalembera Bagawan kebesahan selah dal		
residing in	Klamath	andar y naches	County, Oregon,	whose post office address is
and the second of the second of the second of the		•		, as grantor(s), herein
is 1.0. Dox 203	the Farmers Home	Administration United	States Department of Agr	iculture, acting through the
HOLE STATE OF STATE OF	ng ng Santananan d	and the Copy of the Service (1985) and	NACO DE LA COLONIA DE LA C	•
State Director of the Farr	ners Home Administr	ation for the State of	Oregon whose post office add	iress is 101 SW MAIN
SHTTE 1410	PORTLAND	Oregon 97204	as trustee herein calle	d "Trustee," and the United
States of America acting	e through the Farme	ers Home Administrat	ion. United States Departm	ent of Agriculture, as bene-
ficiary, herein called the '	'Government," and:	ang benerik sababatan	1314	
GIG THE WHEREAS Borrow	ver is indebted to the	Government as evide	nced by one or more promi	ssory note(s) or assumption
agreement(s), herein calle	d "note," which has	been executed by Borr	ower, is payable to the order	of the Government, author- y Borrower, and is described
DEC 2024-18 65 BEHINDAGE			at the state of the first term of the state	
Teriple (1991年) p. julius et la Proche que la Barowat legata et la collection (1997)	Transfer seed a proper to the a	รายไรย ค.ศักระบาทจากหรือ การเพาะสุด ค.ศ. (ค.ศ.)	Annual Kate	Due Date of Final
Date of Instrument	Principo	il Amount	of Interest	5' M Installment MM September 8, 2028
reside prompt twing dig to	SCRUTT AND THE	អស់ស្គេកប្តីស្គង ៤០០ (២៩) ជាសេខ១៩៩៦ ១៩សាសស	ong Afrika disebut oleh dilangan. Mantan disebut dilangan	MAN 9 2020
September 8, 1995	ansitute 1 \$55,50 propprint	0.00 (10 1-6) (10 10 6)	**************************************	September 8, 2020
awarak izgirir sin rejilibi b	meg imbligatiran .			
ស់ នៅបី ការ ភ្នំសំហើយ ស្រី សមា សុខ ការការ នៃ នៃស កម្មាប់ ប្រាជ	SECONDER PROPERTY	医骶骨髓病 医克里耳氏 医皮肤 医	i Ali dang teologi Zana Bangtan	
arge of a Andrew Groet arge with the variety the t	and the part to the second	rang salah s	बिक्रीक केंग्रे	
elan et prove filolog	्रातिक असम्बद्धाः <mark>बुद्धाः, श्र</mark> द्धाः	Amerika saji da katayada	Springer of the	

ong kita ibi ki isiki pidatatay bebesari i wasi ki 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 5, Block 2, TRACT 1137, MEADOWGLENN SUBDIVISION, according to the official Sm plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

M M When recorded return to: KLAMATH COUNTY TITLE COMPANY 422 MAIN STREET KLAMATH FALLS, OR 97601

KLAMATH FALLS, OR 155 WYIM GALBERA KLAMATH COUNTY PITLE COMPANY When recorded return to:

> place emerged on fills in the office of the County Chark of Arrive & Arrive 12. 198 S. Block A. TRACT 1137. SEADOMOLEMIC SUBDITIONAL PRODUCTION SEE THE TRACE OF

which said directived real property is not our suits why werd by agricultural, that is recognished from in

NOW HIMMERONE in consideration of the lond(st. Borhower hereby grade, in a second hypersector flowers that following described property is there if in the content is a finite content of the content of et any anatum dre under any Shared Appledental/Recapture Agression entered note :

And this instruction is in secured the recaptors of any believed painting and the source and which was be greated to the Borrower by the theorement parties in 12.11 for a shared America in with a summer America and America in with the same America and America in a subject to the same America in a subject to the same America in a subject to the same and a subject to seams the commission water foremore a themselve continue or backers now to the country of the anti-country and desired against the matrix set of the stable set of the set of With the figure of the west of the company of the c

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 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;

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

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

To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless 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 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 Farmers Home Administration.

(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.

(4) 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, 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

(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 Govern-MEAL ESTATE DEED OF TRUSH FAR BRE

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

Pere FAIGN 1927-1 OR 们没住家也现程是

09-08-95P03:51 RCVD 10-04

140 मध्यक्तक <u>व</u>्

(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 against the property, including an energies 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 paying 185,000.

(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,

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 enforcment 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 well-defer the properties on, the debt evidenced by the note or any indebtedness to the Government services by this install hands well the property and subordinate its lien, and (f) value any other of its rights under the lien and (f) waive any other of its rights under the lien and (f) waive any other of its rights under the lien and (f) waive any other of its rights under the lien and (f) waive any other of its rights under the lien and (f) waive any other of its rights under the lien and (f) waive any other of its rights under the lien and (f) waive any other of its rights under the lien are the rights of the instrument of the lien are the rights of the instrument of the lien are the rights of the instrument of the lien are the rights of the instrument of the lien are the rights of the instrument of the lien are the rights of the lien are the r 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 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.

(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 DOGAS

price by craditing such amount on any debts of Borrower owing to or insured by the Correspond to the

otherwise; and the rights and remedies provided 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 approxing a transfer of the property to a new Bortion 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

(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. cooksiante di lungin trans concert e remempje trascon de de mange (12). P. et 22, quie de quip elebrar de mar postera con prim post

with the grain and a co	ែប សម្រេចប្រជាជាធ្វើបានប្រជាជា	enem om a det far får pår en er a sen		
WITNESS the l	nand(s) of Borrower this	<u> 11 - </u>	lay of <u>September</u>	1995
s majore mp groot	tia in the State A. 10 table processing	ing garan di Para Afrika Perandahan dan di Sebagai Sebagai Pangan Perandahan di Sebagai Sebagai Perandahan Sebagai Sebagai Perandahan Sebagai Sebagai Pe	1	, 17-
- 1914 - Pokrazo Walati - 2015 - 1	The art MERS Chair their word by Horis		alic Ma	do
Whorever Tarmer	re Home Administration", "FmEA" at Administration", or "EDA" may 'United States of America" is subst	SALVADO	R C. MENDEZ	nous
appear, the term	Third States of American	(Par Palacelor) A. A. A. (A. F. Ving Sping 함께) #### ################################	. O. HEMDER	
i primi depitationia dili d	southing by on theorem and c	mania	munilla mes	ndlar
Initials: 2M	initials A on leasured ways	MARIA M	URILLO-MENDEZ	way
- श्रीकृतः । स्टान्स्यक्षानं स्टान्स्य	en der eine Hadigernstallen bedet. Beder die <mark>Madige</mark> rnstallen bei beteilt	· 新聞 · 實,是 . 新 · 斯 · 斯勒 · D · Marker Miller · B · M · C · C · C · C · M · S · S · C · C · C · C · C · C · C · C	4	
医多种 化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	经运行 医胸部肠切断术 经人民的 经经济的	et fort 120 til vika store och och en en och	2 - 4.4	
三氢硫化双氯 邻羟基 化低级电流 医抗性	Cobraction independent of the suit and it	states report to be buy need and the con-	an leave	
医多种 医二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	HOUSE THE HE CONTRACTOR	KNOWLEDCMENT	4 5 4	
STATEOFOREON	s aut 1501 mps de process se s ou accesso de la companya de s	FOR OREGON	1000	
THE OF OREGON	or grading to the bowle of a a secondary	era il 1770 di 1888 (1888) (1888) (1950) (1950) (1950) Unitation (1864) (1868) (1868) (195		
COUNTY OF KL	AMATH	n on the rail samples of the local 1949 - The graft of the same of the local		
	77 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	istor galax grados se e	Art of the second	•
On this	8th day of	SEPTEMBER	10.05	
magail of suser fall	erine holdre er after defatti a	tier teachering and an arrange	, 19 _ 22 , personally a	appeared the above
namedonuvau	UN U. MENDEZ and MARI	A MIIRTLIO_MENDE?	andre Maria de La Maria de Carlos de Car Ostronos de Carlos d	
그는 사람들은 모든 바꾸 려워	网络阿里尔巴尔 机磺基磺酚酚酚磺胺酚酚磺胺二异丙烷	Charles again and the con-		
and acknowledged the	foregoing instrument to be-	their / volu	intary act and deed. Before	re me
- 64 PMC ENVAGABLE PROTECTION	* 1 - 3 th sweet our production of the programme	Samuel Colored Colored	1 2 1	
- KONTONING BANG STATE BUILDING STATES	[2] [15] [4] [15] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4		IN () MANY	\sim
Cheston Comments	Contract of the Contract of th	· · · · · · · · · · · · · · · · · · ·	uce of it of	'
	OFFICE SEAL STATE OF THE CONTROL OF	()		Notary Public
garanag um E	OWNIESTON NO OREGON	Mu Commission	sion expiresSEPTEMBI	FP 28 1006
TO DE LOUIS TO MY COMM	RESIGN EXPIRES SEPT, 28-1996	My Commis	sion expires	SK 20, 1996
The training was		sang punchangan bahar bah	and the second	
TE OF OREGON: COU	NTY OF KLAMATH: ss.	in i filmmande en vilve i je e		
	11 01 111111111111111111111111111111111			
d for record at request of	Klamat	h County Tiele	·h-	
Sept	A.D., 19 <u>95</u> at <u>3:51</u>	o'clock P M	and duly recorded in Vol	<u>8th</u> d
0	f Mortgages	on Page	24433 .	мээ
			Bernetha G. Letsch, Coun	tv Clerk
\$25.00		Bring	1 1/1/27	