

August 3, 1971 - 10:15 AM

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FHA FORM NO. 21691
Rev. October 1969

A-21146

DEED OF TRUST Vol. 77 Page 8112

THIS DEED OF TRUST, made this 30th day of JULY, 1971,
between CLIFFORD W. CARSON and SHARYN I. CARSON, husband and wife
as grantor,
whose address is 404 Mt. Whitney Klamath Falls State of Oregon,
(Street and number) (City)
TITLE INSURANCE CO., an Oregon corporation, as Trustee, and
THE LOMAS & NETTLETON COMPANY, a corporation, as Beneficiary.

WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN
TRUST, WITH POWER OF SALE, THE PROPERTY IN KLAMATH County,
State of Oregon, described as:

Lot 5, in Block 12 of FIRST ADDITION to the City of Klamath Falls, Oregon,
according to the official plat thereof on file in the office of the County Clerk of
Klamath County, Oregon

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any-
wise appertaining, the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority
hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee. The above described property
does not exceed three acres.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment
of the sum of \$10,850.00. with interest thereon according to the terms of a promissory note, dated
July 30, 1971, payable to Beneficiary or order and made by Grantor, the final payment
of principal and interest thereof, if not sooner paid, shall be due and payable on the first day of
August, 1996.

1. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on
the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That
written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and
provided further, That in the event this debt is paid in full prior to maturity and at that time it is insured under the
provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor
or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted
premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the
adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of
Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the
holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage
insurance.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable
under the terms of said note, on the first day of each month until said note is fully paid, the following sums: