

55373

DEED OF TRUST

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THIS DEED OF TRUST, made this 9th day of August, 1971,  
between JOSEPH ANTHONY DIBRITO and PATRICIA MAE DIBRITO, husband and wife,  
as grantor,  
whose address is 3465 Denver Park Klamath Falls State of Oregon,  
(Street and number) (City)  
TITLE INSURANCE COMPANY, an Oregon corporation, as Trustee, and

AUG 17 11 41 AM 1971

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 1, CASCADE PARK, 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 \$21,000.00 with interest thereon according to the terms of a promissory note, dated  
August 9, 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  
Sept., 2001.

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: