STATE OF OREGON FHA FORM NO. 2169: Rev. April 1971

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DEED OF TRUST

This form is used in connection with deeds of trust insured under the one-to four-family provisions of the National Housing Act.

	between :	RON J. MOUSSEAU an	d barbara ^A mousseau	, husband and wife	\
		**			, as grantor,
	whose address is	Rt. 3, Box 244A 01 (Street and number)	d Weyerhauser Rd.	Klamath Falls (City)	State of Oregon,
1					, as Trustee, and
FINE TABLE		·			
	COMMONWEALTH, INC., an Oregon corporation			, as Beneficiary.	
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Ö	DOWED OF CALE TH	E PROPERTY IN Klamath	Хээсгэхий	County State of	Ornean danselbad ass

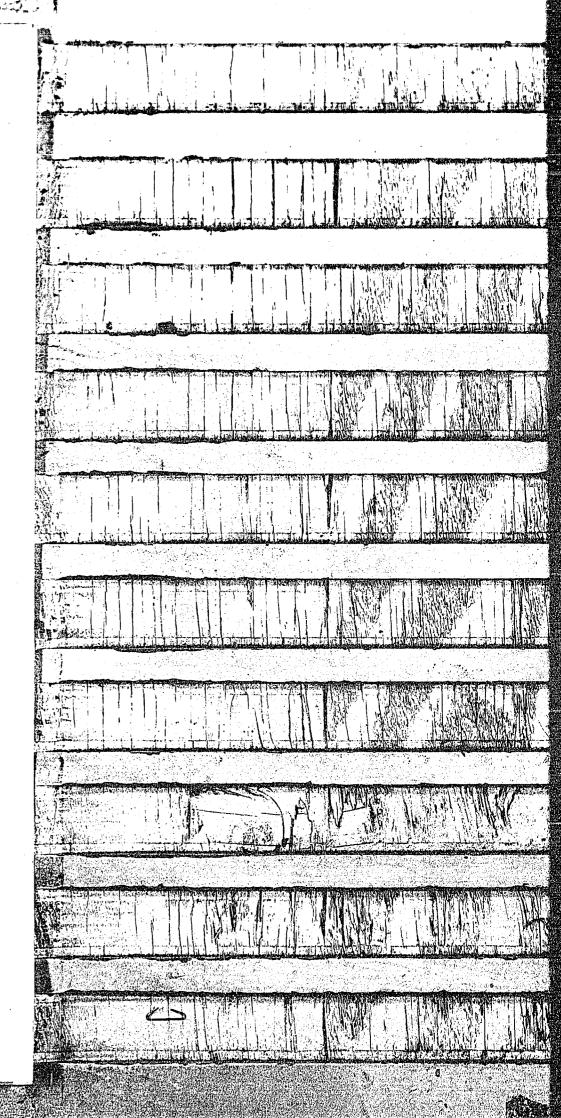
The following described real property situate in Klamath County, Oregon:

Lot 11, EXCEPT the Northerly 25 feet thereof, and all of Lot 12 in Block 3 of Fairhaven Heights, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Also that portion of Lot 13 in Block 3 of Fairhaven Heights more particularly described as follows: Beginning at a point which is 30 feet Northwesterly along the Northeasterly right of way line of the Weyerhaeuser Road from the most Southerly corner of said Lot 13; thence Northeasterly in a straight line to the most Easterly corner of Lot 13; thence Northwesterly along the Northeasterly line of Lot 13 to the most Northerly corner thereof; thence Southwesterly along the line between Lots 12 and 13 to the Northeasterly line of the Weyerhaeuser Road; thence Southeasterly along said Northeasterly line to the point of beginning.

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise 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



WELLIAM I PADE STAND

(iii) interest an the note secured hereby; and
(iiv) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Deed of Trust.

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3. In the event that any peyment or portion thereof is not paid within fifteen (15) days from the date the same is due, Grantor agrees to pay a "late charge" of two cents (2f) for each dollar so overdue, if charged by Beneficiary.

4. If the total of the payments made by Grantor under (b) of paragraph 2 preceding shall exceed the amount of payments option of Beneficiary, shall be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, assessments, and inaurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, and Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, shereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and therefore a sale of the payment by the payment of the commencement of such proceedings, or at the time the property is otherwise after defeafult, Beneficiary shall remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep said premises in as good order and condition as they now are

the same, the same, the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days.

(d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building or improvement thereon.

8. To comply with all laws, ordinances, regulations, convenants, conditions, and restrictions affecting said property.

9. To provide and maintain insurance against loss by fire and other hazards, casualties, and contingencies including war damage as may be required from time to time by the Beneficiary in such amounts and for such periods as may be required by the Beneficiary with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, delivery shall constitute an assignment to Beneficiary of all return premiums.

10. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

11. To pay at least 10 days before delinquency all assessments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens expenses of this Trust. If after notice of default, the Grantor prior to trustee's sale pays the entire amount then due, to pay in addition 12. To pay immediately and without demand all sums expended hereunder by Beneficiary on Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby.

13. To do all acts and make all payments required of Grantor and of the owner of the property to make said n

eligible for insurance by Beneliciary under the provisions of the National Housing Act and amendments thereto, and agrees not, to do, or cause or suffer to be done, any act which will void such insurance during the existence of this Deed.

IT IS MUTUALLY AGREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Trustee being authorized to enter upon the protery for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof, Beneficiary or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, title, employ counsel, and pay his reasonable fees.

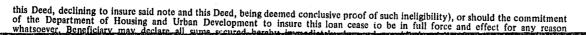
15. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation or proceeding, or damaged by fire, or carthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and action or proceedings, or to make not contain any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said moneys so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of 16. By accepting with a sum of any sum secured hereby after its due date, Beneficiary does not wave its right either to require prompt payment when due of m fine to time upon written request of Beneficiary or Trustee may require.

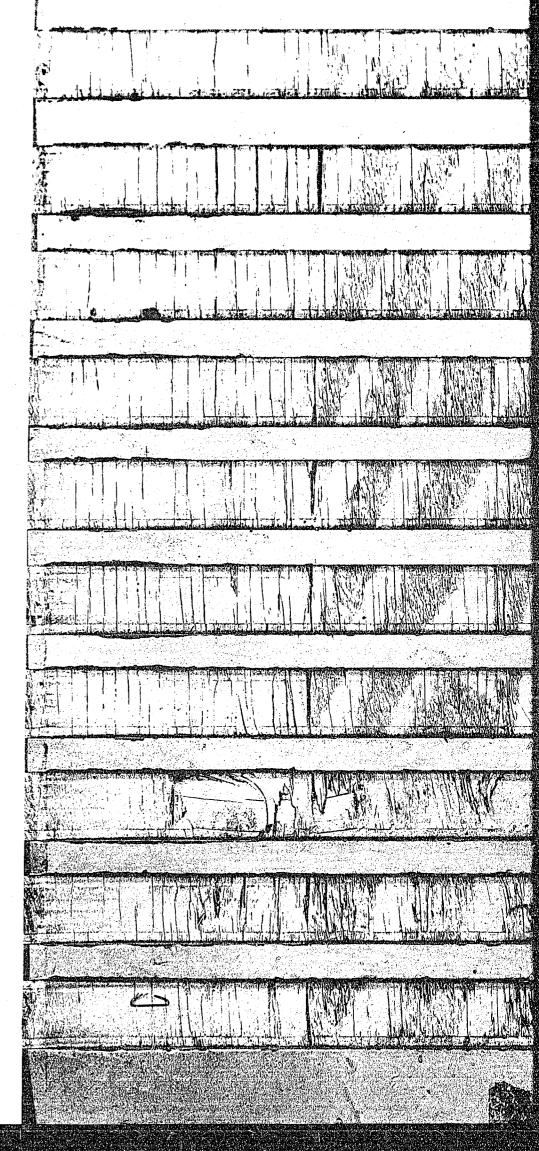
17. At any time and from time to time upon written request of Beneficiary payment of its fees and presentation of this Deed and the n

should this Deed and said note not be eligible for insurance under the National Housing Act within three months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to three months' time from the date of



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should this Deed and said note not be eligible for insurance union in Surang and Uthan Development or authorized agent or the date hereof (written statement of any officer of the Department of Howaing and Uthan Development or authorized agent or the the date hereof (written statement of any officer of the Department of Howaing and Uthan Development or authorized agent or the date of Secretary of Housing and Urban Development dated subsequent to 13999 this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed, the note and all documents evidencing expenditures secured hereby.

21. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell said property at the time and place of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell said property at the time and place of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell said property at the time and place of sale, and from to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be conclusive proof or the lawful mount of said property by public announcement at such time and place of sale, and from time to time thereafter may of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponent. Trustee shall deliver to the purchaser its postpone the sale by public announcement at the time fixed by the preceding postponent. Trustee shall deliver to the purchaser its postpone the sale by pu Signature of Grantor. Signature of Grantor. STATE OF OREGON SS: , hereby certify that on this I, the undersigned, , 1912, personally appeared before me to me known to be the individual described in and who executed the within instrument, and acknowledged that free and voluntary act and deed, for the uses and purposes they signed and sealed the same as their therein mentioned. in mentioned. Given under my hand and official seal the day and year last above writter REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid. To: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of all other indebtedness secured by said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the said Deed of Trust, all the estate now held by you thereunder. STATE OF OREGON COUNTY OF ! hereby certify that this within Deed of Trust was filed in this office for Record on the 7th December , A.D. 19 72 , at 9;51 o'clock M., and was duly recorded in Book of Record of Mortgages of Klamath County, S County, State of Oregon, on December 13997 page COUNTY CLERK

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