Vol. 2172 Page 6246 76763 Vol. 12 Page 76643 This form is used in connection with deeds of trust insured under the one-to four-family provisions of the National Housing Act. 28-4911 STATE OF OREGON FHA FORM NO. 2169t Rev. April 1971 DEED OF TRUST Мау THIS DEED OF TRUST, made this 9th GALLAND R. HENSLEY and KATHY A. HENSLEY, husband and wife Klamath Falls State of Oregon, 221 Iowa Street as Trustee, and (Street and number) TRANSAMERICA TILE INSURANCE CO. র AMFAC MORTGAGE CORPORATION, an Oregon Corporation WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, WITH County, State of Oregon, described as: Klamath POWER OF SALE, THE PROPERTY IN 125 Lots 7 and 8 in Block 8 of NORTH KLAMATH FALLS IN THE CITY 10 OF KLAMATH FALLS, Klamath County, Oregon. THIS DEED OF TRUST IS BEING RERECORDED TO COMPLETE THE ACKNOWLEDGEMENT. 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 three acres. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$ 15,000.00 with interest thereon according to the terms of a promissory note, dated May 9,

of \$ 73, 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 any month prior to maturity; Provided, however, That written notice on an intention to are next due on the note, on the first day of any month prior to maturity; Provided, however, That written notice on an intention to exercise such privilege is given at least thirty (30) days prior to maturity; Provided, however, That written notice on 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 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 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 exercise such privilege in given at least thirty (30) days prior to prepayment; and provided further. That in the event this debt is paid in exercise such privilege in given at least thirty (30) days prior to prepayment; and provided further. That in the event this debt is paid in exercise such privilege in the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, give to be jointly and severally bound to pay to the holder of the note secured hereby had continued to be insure until maturity; such payment to the papile and the holder thereof upon its the note secured hereby had continued to be insured until maturity; such payment to principal and interest pay able under the terms of said note, on the first day of each month until sand to is fully paid, the following sums:

Of said note, on the first day of each month until sand to is fully paid, the following sums:

Of said note, on the other secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premi

(III) interest on the note secured hereby; and
(IV) 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.

3. In the event that any payment 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 (24) 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
actually made by Beneficiary for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess, at the
actually made by Beneficiary for ground rents, taxes or assessments to be made by Grantor, or refunded to Grantor. If,
option of Beneficiary, shall be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If,
option of Beneficiary, shall be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If,
option of Beneficiary, shall be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If,
option of Beneficiary, shall be credited by Beneficiary on or before the date when payment of such ground rents, taxes,
Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes,
Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes,
Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such provisions
assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions
to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (a) of pa

5. To keep said premises in as good order and condition as they now are and not to commit or permit any waste thereof, reasonable wear and tear excepted.

reasonable wear and tear excepted.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) to commence construction promptly and in any event within 30 days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary,

(b) to allow Beneficiary to inspect said property at all times during construction,

(c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from (c) to replace any work or materials unsatisfactory to Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by personal service of the same, te of the same,
(d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15)

service of the same,

(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.

Not to remove or demolish any building or improvement thereon.

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

To provide and maintain insurance against loss by fire and other hazards, casualities, and contingencies including war damage are 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, which with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which with loss payable to the Beneficiary or and Grantor, as their interests may appear, and to deliver all policies to Beneficiary or powers 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 sone 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 with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and with interest, on said expenses actually incurred, and trustee's and attorney's fees actually incurred, not exceeding \$\$50.00\$.

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eligible for insurance by Beneficiary 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 ACREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without object of the same in such manner and to such extern as either may deem necessary to protect the security hereof, Beneficiary or Make or do the same in such manner and to such extern as either may deem necessary to protect the security hereof or the rights of the property or such purposes; commence, appear in and defendiny action or proceeding ruporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, or compromise any ruporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, or content of the representation of the property or amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of incur any lability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of incur any lability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of incur any lability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of incur any lability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of incur any lability and pay has reasonable fees.

15. Should the property or any part thereof be taken or damaged by fire, or entitlequine or any part thereof be taken or damaged. All such compensation, action or proceedings, or to make any corporation or proceeding

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 Secretary of Housing and Urban Development dated subsequent to



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 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 old editable and of editable and of edealt and of eduction to cause the property to be sold, which declaration of default and of educin to ease the property to be sold, which declaration of the property of the sold with the sold and the property of the sold with the sold property and the sold will file for record. Beneficiary shall also deposit with Trustee this Deed, the note and all documents or videoring expenditures secured hereby.

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 several known lots or paces, shall be sold), at statutory right of Grantor to direct the order in which such property, if consisting of several known lots or paces, shall be sold), at statutory right of Grantor to direct the order in which such property is consisting of several known lots or paces, shall be sold), at statutory right of Grantor to direct the order in which such property is consisting of several known lots or paces, shall be sold), at statutory right of Grantor of Said property by public announcement at such time and place of sale, and from time to time therefor any any postpone said property is property in the time and place sale and from time to time hereafter may obtained by the p

STATE OF OREGON COUNTY OF KLAMATH , hereby certify that on this a Notary Public , 1973, personally appeared before me I, the undersigned,_ day of May -Galland R. Hensley and Kathy A. Hensley to me known to be the individual described in and who executed the within instrument, and acknowledged that they free and voluntary act and deed, for the uses and purposes

signed and sealed the same as their Given under my hand and official seal the day and year last above written. therein mentioned.

JAMES W. WESLEY Notary Public for Oregon My commission expires

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 any sums owing to you under the terms of 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.

Mail reconveyance to

STATE OF OREGON COUNTY OF

I hereby certify that this within Deed of Trust was filed in this office for Record on the 18th , A.D. 19 73 , at 3;03 o'clock PM., and was duly recorded in Book M 73 County, State of Oregon, on of Record of Mortgages of

May STATE OF OREGON,)

County of Klamath ss. Filed for record at request of: TRANSAMERICA TITIE INS. CO on this 23 day of May A. D., 19.73

P M. and duly at 11;11 recorded in Vol. M 73

FEE \$ 6.00

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RO. Bay 1603

WM. D. MILNE, County Clerk

Deputy.