

14209

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STATE OF OREGON  
FHA FORM NO. 21691  
Rev. April 1971This form is used in connection with  
deeds of trust insured under the one-  
to four-family provisions of the  
National Housing Act.

## DEED OF TRUST

THIS DEED OF TRUST, made this 24 day of MAY, 1976,

between JOE A. DEATON AND CHERI L. DEATON, HUSBAND AND WIFE

as grantor,

whose address is 4834 Derby Place Klamath Falls State of Oregon,  
(Street and number) (City)  
Mountain Title Company, as Trustee, and

FIRST NATIONAL BANK OF OREGON, ADMINISTRATIVE HEADQUARTERS

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 8 Block 6 FIRST ADDITION TO KELENE GARDENS

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 <sup>is not currently</sup>  
three acres. used for agricultural, timber or grazing purposes.FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum  
of \$ 26,000.00 with interest thereon according to the terms of a promissory note, dated May 24  
1976, 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 June 2006.1. 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 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  
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:(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this  
instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by  
the Secretary of Housing and Urban Development as follows:(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an  
amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in  
order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the  
National Housing Act, as amended, and applicable Regulations thereunder; or(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in  
lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average  
outstanding balance due on the note computed without taking into account delinquencies or prepayments;(b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on  
the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other  
hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies  
satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid  
therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and  
assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and  
special assessments, before the same become delinquent; and(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note  
secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied  
by Beneficiary to the following items in the order set forth:(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of  
mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;