	Mountain Title Co.#3965
	1/2 1.1.17 Vol. 77Page
STATE OF OREGON	
FHA FORM NO. 21691 Rev. January 1977	to our manny previsions of the
DEED OF T	RUST National Housing Act.
THIS DEED OF TRUST, made this <u>11</u> day of	AUGUST , 1977 .
between BRADLEY D. BENNINGTON AND LINDA R. BENNINGT	[ <mark>04</mark>
HUSBAND_AND_WLFE	
whose address is1028_JEFFERSON (Street and number)	KLAMATH FALLS State of Oregon, (City)
MOUNTAIN TITLE COMPANY	(Cny)
FIRST NATIONAL BANK OF OREGON	, as Beneficiary.
WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS,	
POWER OF SALE, THE PROPERTY INKLAHATH	County, State of Oregon, described as:
The following described real property in Klamath	County, Oregon:
That portion of Lot 8, Block 50 of NICHOLS ADDITION Oregon, more particularly described as follows, to	ON to the City of Klamath Falls, o wit:
the South line of Jefferson Street, (formerly Bus) easterly to a point on the Westerly line of 11th S Northeasterly corner of Block 50; thence Southeast said Lot 8 a distance of 43 feet; thence Southeasterly Street a distance of 45 feet; thence Southeasterly Street a distance of 30 feet; thence Southeasterly a distance of 15 feet; thence Northwesterly at rig a distance of 10 feet, more or less, to the true	Street 37 feet distant from the terly along the Easterly line of erly at right angles to llth at right angles to Jefferson at right angles to llth Street dt angles to lth Street
which said described property is not currently used for agricultural,	그는 것이 가지 않는 것 같은 것 같은 것 같은 것 같이 있는 것 같은 것 같은 것 같이 있다.
Together with all the tenements, hereditaments, and appurtenances now of the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right	t: power, and authority hereinafter given to and conferred Trustee. ment of Grantor herein contained and payment of the sum
<ul> <li>upon Beneficiary to collect and apply such rents, issues, and profits.</li> <li>TO HAVE AND TO HOLD the same, with the apputenances, unto FOR THE PURPOSE OF SECURING PERFORMANCE of each agree of \$</li></ul>	of a promissory note, dated <u>AUGUST 11</u> intor, the final payment of principal and interest thereof, if <u>BER 2007</u> , 2007 ual to one or more monthly payments on the principal that <i>Provided, however</i> . That written notice on an intention to payments of principal and interest payable under the target
<ul> <li>upon Beneficiary to collect and apply such rents, issues, and profits. TO HAVE AND TO HOLD the same, with the apputenances, unto FOR THE PURPOSE OF SECURING PERFORMANCE of each agree</li> <li>of <u>25,000,00</u> with interest thereon according to the terms of </li></ul>	of a promissory note, dated <u>AUGUST</u> <u>11</u> Intor, the final payment of principal and interest thereof, if <u>3ER</u> <u>2007</u> ual to one or more monthly payments on the principal that <i>Provided, however</i> . That written notice on an intention to payments of principal and interest payable under the terms following sums: is to pay the next mortgage insurance premium if this i lieu of a mortgage insurance premium) if they are held by
<ul> <li>upon Beneficiary to collect and apply such rents, issues, and profits.</li> <li>TO HAVE AND TO HOLD the same, with the appurtenances, unto FOR THE PURPOSE OF SECURING PERFORMANCE of each agree of \$ 25,000,00</li> <li>with interest thereon according to the terms of a second structure of the terms of terms of the terms of terms of the terms of the terms of the terms of the terms of terms of</li></ul>	of a promissory note, dated <u>AUGUST</u> <u>11</u> Intor, the final payment of principal and interest thereof, if <u>3ER</u> <u>2007</u> ual to one or more monthly payments on the principal that <i>Provided, however</i> . That written notice on an intention to payments of principal and interest payable under the terms following sums: is to pay the next mortgage insurance premium if this i lieu of a mortgage insurance premium) if they are held by are reinsured under the provisions of the National Housing Act, an ith prior to its due date the annual mortgage insurance premium, in experience of Housing and Urban Development pursuant to the providence of Housing and Urban Development pursuant to the
<ul> <li>upon Beneficiary to collect and apply such rents, issues, and profits. TO HAVE AND TO HOLD the same, with the apputenances, unto FOR THE PURPOSE OF SECURING PERFORMANCE of each agree of S</li></ul>	of a promissory note, dated <u>AUGUST</u> <u>11</u> Intor, the final payment of principal and interest thereof, if <u>3ER</u> <u>2007</u> ual to one or more monthly payments on the principal that <i>Provided</i> , however. That written notice on an intention to payments of principal and interest payable onder the terms following sums: is to pay the next mortgage insurance premium if this lieu of a mortgage insurance premium) if they are held by are reinsured under the provisions of the National Housing Act, an the prior to its due date the annual mortgage insurance premium, in Secretary of Housing and Urban Development pursuant to the error al to one-twelfth (1/12) of one-half (1/2) per centum of the average ant delinquencies or prepayments; s, if any, and the taxes and special assessments next due on ext become due and payable on policies of fire and other Beneficiary in amounts and in a company or companies iary all bils and notices therefor, less all suns already paid to the date when such ground rents, premiums, taxes and ary in trust to pay said ground rents, premiums; taxes and ary in trust to pay said ground rents, premiums; taxes and

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(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.

Any deliciency 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, Granton agrees to pay a "late charge" of four cents (1c) for each dollar so overdue, if charged by Beneficiary, 1 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, if the however, the monthly payments made under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to assessments, and insurance premiums, shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions the account of Grantor all payments made under the provisions of (a) of paragraph 2, which the Beneficiary in accordance with the provisions the account of Grantor all payments made under the provisions of (a) of paragraph 2, which the Beneficiary in accordance with the provisions of (b) of paragraph 2 hereof. If there shall be due, If at any time Grantor shall tender to Beneficiary, in accordance with the provisions 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 temaining in the funds accumulated under the provisions premises in accordance with the provisions hereof, or if the Beneficiary acquires the property is otherwise acquired, the balance then apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then ampaid under said note and sh

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.
(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 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.

(d) that work shall not cease on 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.
(d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15).
(e) 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, covenants, 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, which as may be required to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which all to appear in and defend any action or proceeding purporting to affect the security hereof of 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, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs, 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 it is an exonable sum incurred by Beneficiary or Trustee, charges, and liens expenses of this Trust.
10. 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

chighle for instrance by Beneticiary 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 yill void such insurance during the existence of this Deed.
IT IS MUTUALLY AGREED THAT:

Abould 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 action or proceeding the existing to affect the security hereof, Beneficiary or Trustee heing authorized to even the property for such purposes; commence, appear in and defend any action or proceeding encumbrance, charge, on lien white the fuldment of either appears to be prior or superior hereo; and in excising any inclusion processing any industry of the rights or powers of Beneficiary or Trustee pay, purchase, contest, or compromise any encumbrance, charge, on lien white or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or releasing of the rights or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or releasing and pay the same on any indebtechess secured hereby. Grantor agrees to execute such further assignments or entiple any compensation, award, dinghts of action and proceeds as Beneficiary shall be entitled to all compensation, award, dinghts of action and proceeds as Beneficiary of Trustee may require.
Me accepting releasing dinghts of action and proceeds as secured hereby. Grantor secure such further assignments or fields and there there and the same of this device as of the raquest of the require there of the raquest of the region of any many or plat of side sand proceeds as the chicitary of trustees including attractions of the payment of the payment of the requires of the receive of the raquest of the raquest of the receive as a section and proceed as a section with such taking ordewing

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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this Deed, declining to of the Department of whatsoever, Beneficiary declaration of default a notice Trustee shall can evidencing expenditures 21. After the laps of sale having been give fixed by it in said notic statutory right of Grant- public auction to the hi of all or any portion of postpone the sale by pu Deed conveying the pro matters or facts shall be the sale. After deductin attorney's fees, in conne hereof not then repaid,	nsure said note and this Deed, being dec Housing and Urban Development to	3 emed conclusive proof of such meligibility), or she insure this loan ceare to be in full force and e y immediately the and reveable by date	aild the commitment	
declaration of default a notice Trustee shall cau evidencing expenditures	may declare all sums secured hereby id demand for sale, and of written not se to be duly filed for record. Beneficiary	y immediately due, and payable by delivery to ice of default and of election to cause the prope y shall also deposit with Trustee thy Deed to a	Trustee of written	an a
21. After the laps of sale having been give fixed by it in said notic	as then required by law, Trustee, with	by law following the recordation of said notice ( hour demand on Granto), shall self said optice (	of default, and notice	المستقدية والمستحد والم
public auction to the hi of all or any portion of postpone the sale by m	in to direct the order in which such pro- ghest bidder for cash in lawful money of said property by public announcement	operty, if consisting of several known lots or parc f the United States, payable at time of sale. Truste at such time and place of sale and four	e tout subject to any rels, shall be sold), at winay postpone sale	
Deed conveying the pro matters or facts shall be the sale. After deductin	conclusive proof of the truthfulness the	ant or warranty, express of implied. The recitals ereof, Any person including Granters and	in the Deed of any	Line Indiana tel Janes La Martin
hereof not then repaid, remainder, if any, to the	with accrued interest at the rate provide person or persons legally entitled thereic	proceeds of sale to the payment of all sums expen ed on the principal debt; all other sums then seed	ded under the terms	
named, and thereupon hereunder with the same 23. This Deed sha	y, from time to time, as provided by since the first of the distribution of the distri	tatute, appoint another Trustee in place and inste scharged and Trustee so appointed shall be suf- ein.	ad of Trustee herein stituted as Trustee	
24 Trueton annual	note secured hereby, whether or not nar	ein, s, devises, administrators, executors, successors, d several. The term "Beneficiary" shall mean the med as Beneficiary herein, cuted and acknowledged, is made public record, ale under any other Deed of Tract or of annual	owner and holder,	
which Grantor, Beneficiar 25. The term "Dee in the laws of Oregon ed	I of Trust," as used herein, shall mean th	he same as, and be synonymous with the tarm ar	on or proceeding in	
plural the singular, and the 26. Attorney's fees, shall be awarded by an Ap		he same as, and be synonymous with, the term "T ds. Whenever used, the singular number shall incl o all genders. e Note, "Attorney's Fees" shall include attorney		
Brach DBern	Sta	Joick D Transie	E .	
BRADLEY D. BENNING STATE OF OREGON COUNTY OF	TON <sup>7</sup> Signature of Grantor. <sup></sup>	LINDA R. BENNINGTON Signa	thire of Grantor.	an den de general de la de La decimiente de la decimiente
I, the undersigned,	A NOTARY PUBLIC			Storens (Ministernation
da <u>BRADLEY D'. BEi</u> to me known to be the in	y ofAUGUST	, 19ZZ, personally appeared before me NGTON	sertify that on this	
THEY sig therein mentioned. Given under my hand		free and voluntary act and deed, for the	uses and purposes	- h. h. <u>h. h. h</u>
error under my nand	and official seal the day and year last at	H. A.		
		Notary Public in and for the S	그는 것이 아파 그는 것이 많이 봐. 환자 말했	
	REQUEST FOR FULI	My commission expires	29 Totals	
To: TRUSTEE.	Do not record. To be used onl	ly when note has been paid.		
The undersigned is the leg all other indebtedness secured b any sums owing to you under th said Deed of Trust delivered to	al owner and holder of the note and all other / said Deed of Trust, has been fully paid and le terms of said Deed of Trust, to cancel sair	indebtedness secured by the within Deed of Trust, Said I satisfied; and you are hereby requested and directed on d note above mentioned, and all other evidences of indet f Trust, and to reconvey, without warranty to the meth	note, together with payment to you of	
terms of said Deed of Trust, all the Dated	e estate now held by you thereunder.	f note above mentioned, and all other evidences of indet f Trust, and to reconvey, without warranty, to the partie	s designated by the	
	, 19		• •	ميدو هاي المركب المركبين المركبين المركبين المركبين ( Alternation ) و المركب المركبين المركبين المركب المركب ال المركب المركبين المركبين المركبين المركبين ( Alternation ) و المركبين المركبين المركبين المركبين المركبين المرك
Mail reconveyance to				State State
STATE OF OREGON				
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マショー 一般的がり発わっていたい かくしゃ	is within Deed of Trust was filed in 1 , A.D. 19 77, at 11;12 o	this office for Record on the 12th 'clock A M., and was duly recorded in Book 1477	, day of	A CONTRACTOR OF A CONTRACT
page 12(679	tecord of Mortgages of KLAPATH		of Oregon, on	
(a) A set of the se		WALD. MILTE	corder.	
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Neturn les Aust Deteonal B PO. Box 1936	out if an		puty.	(4) (4) (4) (4) (4) (4) (4) (4) (4) (4)
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Vol. 77 Pagel 11:4 3. MINAR M+C. 1621-3881 JANOW ALL MEN BY THESE PRESENTS, That Meadow Lake Development Corp. and Lake & Stream Development Corp. corporations duly organized and existing under the laws of the State of Oregon, hereinafter called the grantor, in con-sideration of One Thousand Forty Eight and No/100-Development Corp. the start ()通用 18.58 All Cash to grantor paid by James M. Pitzer and Annette Pitzer bereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's successors, beirs and assigns; that certain real property with the tenements, bereditaments and appurtenances these anto belonging or appertaining, sitnated in the State of Oregon and the county of Klamath, described as follows, to wit: 4445 Lot (s) 24 , Block 104 Klamath Falls Forest Estates Highway 66 Unit, Plat. No. 4 as recorded in Klamath County, Oregon 1. 34 2.4 and also subject to all conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way affecting said property, (including those set forth in the Declaration of Restrictions recorded on the 21st day of July, 1965 as Document No. 99078, Vol. M 65, Pages 165, Office of the Klanath County Oregon Recorder, all of which are incorporated herein by refer-ence to said Declaration with the same effect as though fully set forth herein.) TO HAVE AND TO HOLD the above described granted premises unto the said grantee and grantee's successors, beirs and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's successors, heirs and assigns, that grantor is e 86 laufully seized in fee simple of the above granted premises. free from all encombrances and that granter will and granter's suc-cessors shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever. in constraing this deed and where the context so requires, the singular includes the plural. The foregoing recitation of consideration is true as I verily believe Done by order of the grantor's respective board of directors, with their respective corporate seals attached. ibis day of July 1.2 N Klamath Forest Estates, Unit No. 4 1. L. P. M. By Meadow Lake Development Corp. J Lake & Sirgam Development Corp. By B Maron L. Tamiya, Asst. Secretary B, Jonelle J. Smith, Vice President 1 STATE OF CALIFORNIA, County of Los Angeles A. STATE OF CALIFORNIA, County of Los Angeles ) ss. 171772 2017 Personally appeared SharonL. Tamiya July 27 10 77 S 10 11 1 Personally appeared. Jonelle J. Smith ubo being duly surorn, did say that be is the Vice President of Lake & Stream Developed a Copyright a corporation, and that the scal affixed to the foregoing binging mout is the corporate scal of said corporation and that any gue instrument was eigned and sealed on behalf of said fore any gue by authority of its board of directors; and be ack with Zagar stad instrument to be its voluntary act and deed. Definition of the provide same for a pathome: OFFICIAD SEAL who being duly sworn, did say that he is the Asst. Secretary of Meadow Lake Development Gorp., a corporation, and that the sed affixed to the foregoing instru-ment is the corporate seed of said corporation and that said instrument was signed and sealed on bebalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Ent Cr Ð Before me - 19 OFFICIAL SEAL ) ANN AUSTIN Natoky PUBLECCONT COM Certain State t orary Public for ChiANGHES COUNTY My comm. expires FEB 24, 193: Publing Conditionitia. 1981 STATE OF OREGON, WARRANTY DEED 11 County of KLAMATH I certify that the within instrument Mr. & Mrs. James Pitzer was received for second on the 12th. IDON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) то Record of Deeds of said County. Witness my band and seal of County affixed. No. Mr & 4 Mrs James Fitz 32.18 Nomedale # 7 Klamath Salls, Olegon tra Deputy. 1.00 HWY. 66 UNIT-PLAT 4 1 Ser and States and

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