

First National Bank of Oregon  
Real Estate Loan Division  
P. O. Box 1933  
Klamath Falls, Ore. 97601

# 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.

THIS DEED OF TRUST, made this 11 day of SEPTEMBER, 1978

between CAROLINA M. BENERT, as grantor,

whose address is 2226 OREGON BLVD. #200 KLAMATH FALLS State of Oregon,  
(Street and number) (City)

KLAMATH COUNTY TITLE COMPANY, as Trustee, and

FIRST NATIONAL BANK OF OREGON, as Beneficiary.

The rights and obligations of the parties under this instrument are expressly made subject to the provisions of the Addendum attached to the Deed of Trust. In the event of any conflict between the provisions of this Addendum and the printed provisions of this instrument, the conditions of the Addendum shall control.

*Carolina M. Benert*  
Initial

Initial

Beneficiary, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of KLAMATH State of Oregon:

**LOT 4 IN BLOCK 63 OF BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

which said described property is not currently used for agricultural, timber or grazing purposes.

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,**

**FOR THE PURPOSE OF SECURING PERFORMANCE** of each agreement of Grantor herein contained and payment of the sum of \$ 27,000.00 with interest thereon according to the terms of a promissory note, dated SEPTEMBER 11 1978, 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 OCTOBER 2008.

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.

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:

(1) 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:

(A) If and as 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

(B) If and as 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) percentum of the average outstanding balance due on the note, computed without taking into account delinquencies or prepayments;

(C) 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 hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary. Grantor agrees to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months a strike before a strike as to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(3) All payments mentioned in the 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:

(a) 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;

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



This Deed, declining to insure and 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 declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed in the public records, and Beneficiary shall also deposit with Trustee this Deed, the note and all documents evidencing all encumbrances secured hereby.

21. After the lapse of such time as may hereafter be required by law following the recording 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 fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time hereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of title evidence and reasonable attorney's fees, in connection with sale, Trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate provided on the principal debt; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

22. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and instead of Trustee herein named, and thereupon the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

23. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein.

24. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

25. The term "Deed of Trust," as used herein, shall mean the same as, and be synonymous with, the term "Trust Deed," as used in the laws of Oregon relating to Deeds of Trust and Trust Deeds. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

26. Attorney's fees, as used in this Deed of Trust and in the Note, "Attorney's Fees" shall include attorney's fees, if any, which shall be awarded by an Appellate Court.

*Carolina M. Herverts*  
CAROLINA M. HERVERTS *Signature of Grantor.*

STATE OF OREGON  
COUNTY OF KLAMATH

I, the undersigned, ADJUTARY PUBLIC, hereby certify that on this 11 day of SEPTEMBER, 19 78, personally appeared before me CAROLINA M. HERVERTS, to me known to be the individual described in and who executed the within instrument, and acknowledged that SHE signed and sealed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

*Li. Nelson*  
Notary Public in and for the State of Oregon.  
My commission expires 2-3-79

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 19\_\_\_\_  
Mail to conveyance to \_\_\_\_\_

STATE OF OREGON  
COUNTY OF \_\_\_\_\_  
I hereby certify that this within Deed of Trust was filed in this office for Record on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ and was duly recorded in Book \_\_\_\_\_ of Record of Mortgages of \_\_\_\_\_ County, State of Oregon, on \_\_\_\_\_ page.

By \_\_\_\_\_ Recorder.  
\_\_\_\_\_ Deputy.

SINGLE-FAMILY MORTGAGE PURCHASE PROGRAM

ADDENDUM TO FHA/THLAC, FHA OR VA DEED OF TRUST

The rights and obligations of the parties to the attached Deed of Trust and the Note which is secured by the Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

1. The Borrower agrees that the Lender or its assignee may, at any time and without prior notice, increase the rate of interest charged on a loan evidenced by the Deed of Trust and Note to 9.50 % per annum, or accelerate all payments due under the Deed of Trust and Note and exercise any other remedy allowed by law for breach of the Deed of Trust or Note if:
  - a. The Borrower sells, rents, or fails to occupy the Property as his or her permanent and primary residence; or
  - b. The Borrower fails to abide by the agreements contained in the Affidavit, or if the Lender or the Division (Housing Division, Department of Commerce, State of Oregon) finds any statement contained in the Affidavit to be untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting of this Loan, and that an increase in the interest rate of the Loan will result in an increase in the monthly payments required for this Loan.
2. The Borrower agrees that the Lender or its assignee may impose a late charge in the amount of four percent (4%) of each monthly payment of principal and interest which is more than fifteen (15) days delinquent. Late charges on FHA and VA insured loans shall be those established by the insuring agency.
3. The Borrower agrees that no Future Advances will be made under the Deed of Trust without the consent of the Oregon State Housing Division.

NOTICE TO BORROWER:

This document substantially modifies the terms of this Loan. Do not sign it unless you have read and understand it.

I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in the Addendum.

Dated this 11 day of SEPTEMBER, 19 78.

Carolina Foreman

CAROLINA FOREMAN

(Borrower)

STATE OF OREGON  
County of KLAMATH ss.

On this 11 day of SEPTEMBER, 19 78, personally appeared the above named CAROLINA FOREMAN and acknowledged the foregoing instrument to be HER voluntary act and deed, before me:

L. Nelson  
Notary Public for Oregon  
My Commission expires: 2-3-79

After recording, mail to:

UNION NATIONAL BANK OF OREGON  
KLAMATH FALLS BR. BLDG.  
P.O. BOX 1916  
KLAMATH FALLS, OREGON 97601

STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
Klamath County Title Co.  
on this 14th day of September, 19 78  
at 10:44 o'clock A. M. and duly  
recorded in Vol. 1178 of Mortgages  
page 20256  
Witness My Hand, County Clerk  
by Richard H. ... Deputy  
Fee \$12.00