## MTC 15302-K DEED OF TRUST

THIS DEED OF TRUST, made this \_\_\_\_\_ ¿nd \_\_\_ day of \_\_\_\_\_ April

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

59907

Vol MSU Page 5658

2 April
between STEPHEN E. TILLSON & D. ARACELY TILLSON, Husband and Wife
as grantoi
whose address is 1421 Pleasant Avenue Klamath Falls 97601 State of Oregon  (Street and number) (City)  MOUNTAIN TITLE COMPANY
MOUNTAIN TITLE COMPANY, an Oregon Corporation as Trustee, and
as Trustee, and
•
TOWN & COUNTRY MORTGAGE, INC., an Oregon Corporation as Beneficiary
WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, WITH
POWER OF CALL THE OR OF TH
County, State of Oregon, described as:
Lot 9 in Block 13, FAIRVIEW ADDITION NO. 2, to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
Address: 1421 Pleasant Avenue Klamath Falls, OR 97601
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, into Trustee.  FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of (\$25,000.00)
with interest thereon according to the terms of a promissory note, datedApril_2
2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said onto, on the first day of each month until said note is fully paid, the following sums:  (a) A sum, as estimated by the Beneficiary, equal to the ground rens, 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 in Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by quent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and assessments will become delinbecome delinquent; and
(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount the reof shall be paid each month in a single payment to be applied by Beneficiary to the (f) ground rents, if any, taxes, special assuments, fire and other hazard insurance formiums.  (II) interest on the note secured hereby, and (III) 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 Dead of Trust.  3. In the event that any payment or portion the eof is not paid within fifteen (15) days from the date the same is due. Grantor agrees to pay a "late charge" of four cents (4c) for each dollar so overdue, if charged by Beneficiary.  4. If the total of the payments made by Grantor under (a) 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 loan is current, at the option of the Grantor shall be credited on subsequent payments to be made by Grantor, or refunded to the Grantor. If however, the monthly payments made under (a) 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 Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If

at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness; credit to the account of Grantor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining un-TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

- 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.
- 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 die 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 properly at all tirtes during construction.
- (c) to replace any work or materials Li satisfactory 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
- (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of lifteen (15) calendar

The Trustee, upon presentation to it of an aff cavit 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.

- 8. Fo 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 Ber eficiary 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 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 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 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 delit quency 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 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 expenses of this Trust. 12. Fo pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided on the principal deby, 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 note and this Deed eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees not to do, or cause or
- 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: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding 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 he reto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of 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 proceeding. or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name, any action or proceedings, or to make 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 property, are hereby assigned to Beneficiary. who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, award, damage, and rights of action
- 16. By accepting payment of any sum secured hereby after its due date. Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- 17. At any time and from time to time upor written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Trustee may (a) consent o the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey,

The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

- 18. As additional security, Grantor hereby as signs to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues.
- 19. Upon any default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof is aforesaid, shall not cure or waive any default or notice of default hereunder or in-
- 20. Upon default by Grantor in payment of any redebtedness secured hereby or in performance of any agreement hereunder, or should this Deed and said note not be eligible for insurance under the National Housing Act within hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of

ing 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 months' time from the date of this Deed, declinsums 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 Frustee 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. This option may not be exercised by the Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage

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 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 eash 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 thereafter may postpone the sale by public announcement at the public announcement at such time and place of safe, and from time to time dicreater may postpone the safe 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

23. This Deed shall inure to and bind the heirs, legaters, devisees, administrators, executors, successors, and assigns of the parties 23. This Deed shall mure to and onto the news, legaters, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor here inder are joint and several. The term "Beneficiary" shall mean the owner and holder, including

not obligated to notify any party ba	when this Deed, duly executed and acknowledged, is made public record as provided by law. Trust rives shought by Trustee.  "as used herein, shall mean the same as and be a confirmed to the confirmed to the same as and be a confirmed to the conf
Beneficiary, or Trustee shall be a par 25. The term "Deed of Trust,	eto of pending sale under any other Deed of Trust and public record as provided by law. Trust
not obligated to notify any party her Beneficiary, or Trustee shall be a par 25. The term "Deed of Trust, the laws of Oregon relating to Deeds singular, and the use of any gender si 26. Attorney's fees, as used in be awarded by an Appellate Court.	rty, inless brought by Trustee.  "as used herein, shall mean the same as, and be synonymous with, the term "Trust Deed," as used herein, shall mean the same as, and be synonymous with, the term "Trust Deed," as used herein, shall be applicable to all genders.
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26. Attorney's fees	hall be applicable to all cenders. Whenever used, the singular number shall in the term "Trust Deed," as used
be awarded by an Appellate Court.	hall be applicable to all genders. the singular number shall include the plural, the plural this Deed of Trust and in the Note, "Attorney's Fees" shall include attorney's fees, if any, which shall attorney in the feet at the feet attorney's feet attorney's feet at the feet attorney's feet at the feet attorney's feet atto
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to the known to be the individual describe	ON and D. ARACELY TILLSON  ed ir and who executed the within instrument, and acknowledged that
therein mentioned.	The same as
Given under musta	free and voluntary act and deed, for the uses and purposes
and officia	free and voluntary act and deed, for the uses and purposes are day and year last above written.
	above written.
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other evidences of indebted.	nd holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, ring to you under the terms of said Deed of Trust. Task been fully paid and satisfied; and you are bereby recorded.
reconvey, without warranty, to the new	nd holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, d by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and ring to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to designated by the terms of said Deed of Trust, all the estate now held by you thereunder.
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APT11	A.D. 19 86 at 11:43b clock A.M., and was duly recorded in Book M86 day of Klamath
page 5658 of Record of Mortg.	ages of Klamath AM., and was duly recorded in Book M86
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