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THIS DEED OF TRUST, made this _	uay or		
hetween <u>GEORGE L. ROBINSON, JI</u>	AND LOIS E.	ROBINSON, HUSBAND AND	WIFE
between <u>GEORGE L: ROBINSON, 31</u>	grav governanski stala V na stola v Skatali P	n Breitz Beldheire Anne (Editer) (1777) 1986 - C. Beldheire Anne (Editer) (1777)	, as grantor,
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		orporation	, as Trustee, and
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TOWN & COUNTRY MORIGAGE, IN	hur baur		TRUCTER IN TRUST WITH
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which said described property is not curi	ently used for agricul	iturui, timote e o	
			elonging or in anywise appertaining, the
Together with all the tenements, heredit: rents, issues, and profits thereof, SUBJE	iments, and appurten	he right nower, and authority herei	nafter given to and conferred upon Bene-
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TO HAVE AND TO HOLD INC	LING PERFORMAN	CE of each agreement of Grantor he	rein contained and payment of the sum o
FOR THE PURPOSE OF SECURISSIES OF SECURISSIES FOR THE PURPOSE OF SECURISSIES OF S	R HUNDRED THIR	TY SEVEN AND 00/100ths-	
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		to the terms of a promissory note, da	ted May 29
with intere	st thereon according t	to the terms of a promissory note, and de by Grantor, the final payment of j	principal and interest thereof, if not soone
, 19 _86, payable to Benefic	stary or order and mad	JULY 201	16
paid, shall be due and payable on the f	ASK WANDOW KKAND	NAMEN HAR AN AND A MARK AND A MORE	HANKANAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAK
1. ANAKAGEASTISPAN HARAFITTING	CON HORIX MONORANA MINI	TXXX RIGHT IS TESETVED	to pay the debt, in whole
P HURSDIN PRINCIPAL AND	EXMINX NO DRODAWING	in part, on any instal	inent due date. Ind interest payable under the terms of sa
paid, shall be due and payable on the f 1. XHARAGEXERSENENEX CALL AND A CONTRACT	ficiary in addition to	the monthly payments of principal of moid the following sums:	
2. Grantor agrees to pay to Bent note, on the first day of each month u	atil said note is fully	the ground rents, if any, and the tax	tes and special assessments next due on t ble on policies of fire and other hazard i
() A must as actimated by the	Sellericiary, equal to		ble on policies of fire and other hazard a company or companies satisfactory a company or dynamic therefor divided
the number of months to elapse before	1 month prior to the da	ate when such ground rents, premiur	is an sums an easy plug methods will become deless and assessments will become deless and special assessments, before the sa
(b) All payments mentioned in t	ate amount thereof st	hall be paid each month in a single r	bayment to be applied by Beneficiary to
shall be added together and the aggreg following items in the order set forth:			
is second rante if any laxes, special	#230Costmentist into Ante	hazard insurance premiums;	
			1 the set the desides of the next si
the deficiency in the amount (f any such aggregate i	monthly payment shall, unless made	e good prior to the due date of the next s
payment, constitute an event of defai	ilt under this Deed of	Trust.	rom the date the same is due, Grantor ag
3 In the event that any payme	nt or portion thereof i	is not paid within inteen (15) days in	

to pay a "late charge" of four cents (4¢) for each dollar so overdue, if charged by Beneficia 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 creclited on subsequent payments to be made by Grantor, or refunded to the Grantor. If however, the mon-

the option of the Grantor shall be created on subsequent payments to be made by Grantor, or refunded to the Grantor. It nowever, the non-thly 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 4

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 anioint of indebtedness, credit to the account of Grantor any balance remaining in the funds ac-cumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of the Devisions cimulated 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-

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 TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

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 ob-

tained 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 Hous-

ing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary, (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from (b) to allow Beneficiary to inspect said property at all times during construction, 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 fifteen (15) calendar

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.

To comply with all laws, ordinances, regulations, convenants, conditions, and restrictions affecting said property. 7. Not to remove or demolish any building or improvement thereon.

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, with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which delivery shall constitute

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, inan assignment to Beneficiary of all return premiums.

cluding 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 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. To 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 debt, 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

suffer to be done, any act which will void such insurance during the existence of this Deed. 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 IT IS MUTUALLY AGREED THAT: in such manner and to such exter t 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 hereto; 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. to discretion it may deem necessary increase, including costs of evidence of title, employ, counsel, and pay ins reasonable recs. 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 earthqualie, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or or damaged by fire, or carriquance, or in any other manner, beneficiary shall be entitled to an 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, and protectus, including the protectus of any ponetes of the and other instrance artecting sale property, are increased assigned to peneted any 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 who may area usually thereform an its expenses, including allotticy sites, release any moneys so received by it of apply the same of 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

and proceeds as Beneficiary or Trustee may require.

17. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the payment when due of all other sums so secured or to declare default for failure so to pay. note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the pay-

ment of the indebtedness Trustee may (a) consent to 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

without warranty, all or any part of the property.

18. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and matters or facts shall be conclusive proof of the truthfulness thereof. 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 royalties, and profits earned prior to default as they become due and payable. court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take possession of said proper-

ty 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 ty of any part increase, in this own many suctor of otherwise concer such relies, issues and profits, including those past due and unpart, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured apply the same, its costs and expenses of operation and concertion, menuing reasonable atterney's ress, upon any metoreaness scared hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such nereus, and in such order as penericiary may determine. The emering upon and taking possession of sale property, the concernor of sale rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or in-

20. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or validate any act done pursuant to such notice.

should this Deed and said instenot be engine for insurance under the rational rousing Act within the area intended agent of the Secretary of 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 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 for record. Beneficiary shall STATE OF OREGON

also deposit with Trustee this D ed, the note and all documents evidencing expenditures secured hereby. This option may not be exercised by the Beneficiary when the ineligi sility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 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 thereafter 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 Grattor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledges, 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 Ccurt.

GEORGE L. ROBINSON, Signature of Grantor Signature of Grantor. STATE OF OREGON 55 OUNTY OF KLAMATH I, the undersigned <u>avthe</u> Moore , hereby certify that on this 29th dat/of May 1986_, personally appeared before me Jr. and Lois Ε. Robinson Robinson, George K, known to be the individual described in and who executed the within instrument, and acknowledged that they to me <u>() TAR</u>signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. Given under Bifficial seal the day and year last above writte . e. Э \$ 80 F Sammann M and for the State of Oregon. $\mathbb{F}_{\mathbb{F}}$ 8/27/87 My commission expires.

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TRUSTEE. To:

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 indebtecness 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 terms of said Deed of Trust, all the estate now held by you thereunder.

Dated	, 19	·		
			· · · · · · · · · · · · · · · · · · ·	
Mail reconveyance to _				
STATE OF OREGON COUNTY OF	N 45:		N	
I hereby certify th	hat this within Beed of Trust was fil	iled in this office for Recor , at o'clock	· · · · · · · · · · · · · · · · · · ·	day of
page	of Record of Mortgages of		Con	unty, State of Oregon, on
		By	· · · · · · · · · · · · · · · · · · ·	Recorder.
		z		Deputy.

STATE OF OREGON

Attachment 1

May 29, 1986

STATE OF OREGON

. FHA NO. 431-1856167

RIDER TO DEED OF TRUST

This RIDER to DEED OF TRUST is attached to and made a part of that DEED OF TRUST dated <u>May 29</u>, 19<u>86</u>, between GRANTOR <u>GEORGE L. ROBINSON AND LOIS E. ROBINSON, HUSBAND AND WIFE.</u> TRUSTEE <u>KLAMATH COUNTY TITLE COMPANY, an Oregon Corporation</u> BENEFICIARY TOWN & COUNTRY MORTGAGE, INC., an Oregon Corporation

1. LUMP-SUM MORTGAGE INSURANCE PREMIUM:

Grantor and Beneficially acknowledge and agree that the HUD Mortgage Insurance Premium has been prepaid for the entire term of the loan secured by this Deed of Trust and will not be paid in monthly installments as required by the Deed of Trust. The terms and conditions of this Deed of Trust shall be construed and enforced consistent with such prepayment. In the event of prepayment of the loan secured by this Deed of Trust the rebate or refund of unearned ⁴⁴ mortgage insurance premium, if any, will be calculated and paid in accordance with applicable HUD rules and regulations.

ADDITION TO PARAGRAPH 20:

There is added to Parigraph 20 of the Deed of Trust the following: Beneficiary may not declare all sums secured hereby immediately due and payable because of the ineligibility for insurance under the National Housing Act if such ineligibility results from Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Return to: Peoples Mortgage Co. P. O. Box 1788 Seattle, WA 98101

GEORGE L. ROBINSON,

OTS E.

STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of	the 3rd.	day
of June A.D., 19 $\frac{66}{Mortgages}$ A.D.	o'clockM., and duly recorded in Vol M86	,
0100	on Page Evelyn Biehn, County Clerk	
FEE \$17.00	By PAm Amila	