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If the total of the payments made by Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments 4 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 com-mencement 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 unpaid under said note. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

To keep said premises in as good order and condition as they now are and not to commit or permit any waste thereof, 5. reasonable wear and tear excepted.

6. will 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 of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary, (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.

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. Not to remove or demolish any building or improvement thereon.

8. To 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 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 an assignment to Beneficiary of all return premiums.

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of 10. 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.

11:30 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.

To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from 12. date of expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby.

To do all acts and make all payments required of Grantor and of the owner of the property to make said note and this 13. 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. IT IS MUTUALLY AGREED THAT:

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 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.

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 and proceeds as Beneficiary or Trustee may require.

By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to re-16. quire 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 upon 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 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, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals there-

in of any matters or facts shall be conclusive proof of the truthfulness thereof.

18. As additional security; Grantor hereby assigns 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, royalties, and profits earned prior to default as they become due and payable.

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 and 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 as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

20. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement here -under, or should this Deed and said note not be eligible for insurance under the National Housing Act within months THREE from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of months' time from the date of this the Secretary of Housing and Urban Development dated subsequent to Deed, declining 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 whatsoe

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mand to: sale, and or written notice or default and of election to cause the property to be sold, which notice indice shall also deposit with Trustee this Deed, the note and all documents evidencing expenditures in the matin the note and all documents evidencing expenditures. to be only mee for record, beneficiary shall also deposit with instee 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 secured nereby. This option may not be exercised by the beneficiary when the mengionity for instrance under the reactional mousing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Develop-After the lapse of such time as may then be required by law following the recordation of said notice of default, and

21. After the lapse of such time as may then be required by law following the recordation of sald 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 niace 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 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 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 (out 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). any statutory right or Grantor to direct the order in which such property, it consisting or 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 at public auction to the highest blocer for cash in lawful money of the United States, payable at time of sale. I rustee 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 nostpone the sale by public announcement at the time fixed by the preceding postponents. This chall childre the thereafter sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time discretised in the proceeding postponement. Trustee shall deliver to the purmay postpone the sale by public announcement at the time fixed by the preceding postponement. I rustee shall deliver to the pur-chaser 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 Reneficiary may purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitais in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, or Beneficiary, may pur-chase at the sale. After deduction all costs face and expenses of Trustee and of this trust including cost of title evidence and reasons. any matters or facts shall be conclusive proof of the truthruiness thereot. Any person, including Grantor, or Denenciary, may pur-chase at the sale. After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of title evidence and reason-able attempts's fact in connection with sale. Trustee shall apply the proceeds of sale to the payment of all sums operanded under the chase at the sale. After deducting all costs, rees, and expenses or i rustee and or this trust, including cost or title evidence and reason-able attorney's fees, in connection with sale, Trustee shall apply the proceeds of sale to the payment of all sums expended under the

able attorney's rees, in connection with sale, i rustee 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 ramainder if any to the parton of parent length, entitled thereto. the remainder, if any, to the person or persons legally entitled thereto.

the remainder, it 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 hereinder 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 pladness of the note secured hereby, whether or not partied as Republicant herein. 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 brate of pending sale under any other Deed of Trust of of any party brated by law. 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 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 relation to Deeds of Trust and Trust Deeds. Whenever used the singular number shall include the number.

25. The term "Deed of Trust," as used nerein, 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 singular number shall include the plural,

used in the laws of Oregon relating to Deeds of Frust and Frust Deeds. Whenever used, the singular number shall include 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 Appelleto Court turn DELBERT L PETERSON STATE OF OREGON Signature of Grantor. DOROTHY M PETERSON COUNTY OF 55 Grantor. I, the undersigned, Delbert & Peterson & Duruthy A NOTARY PUBLIC to me known to be the individual described in and who executed the within instrument, and acknowledged that , hereby certify that on this personally appeared before me therein mentioned. free and voluntary act and deed, for the uses and pupper Given under my hand and official seal the day and year last above witten. 0 mela My commission expires 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. 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 re-quested and directed on payment to you of any sume owing to you under the terms of said Deed of Trust, to earned said note shore Sale note, together with all other indebtedness secured by sale Deed of Trust, has been fully paid and satisfied; and you are nereby re-quested 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 coursed by and Doot of Trust delivered to that however, to cancel said note above quested and directed on payment to you or 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 narrise designated by the terms of said Deed of Trust, all the safety must had mentioned, and all other evidences or indeptedness secured by said used of i rust delivered to you literewith, 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 Mail reconveyance to STATE OF OREGON COUNTY OF Klamath S. I hereby certify that this within Deed of Trust was filed in this office for Record on the , A.D. 19 86 , at 3:06 o'clock PM., and was duly recorded in Book 186 26th of Record of Mortgages of Daor 17523 Klamath day of County, State of Oregon, on Follows HUD 92169T (2-79) velyn.Biehn, County Revised for one time MIP Fee: \$13.00 FIRST INTERSTATE BANK OF OREGON, N.A. Recorder Louthan CERTIFIED BY: Deputy. Authorized Sanual Name and Title