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Merador - Strandare N∰rokano autoria ang		ED OF TRUST	National Hou	sing Act.
all a star general and a star and		na an an Ann Ann an Ann Ann an Ann.		
THIS DEED OF	TRUST, made this <u>14th</u>	day of July	SHIPPING DEPT	.
between FRANC				, 19 <u>_86</u> ,
y an go an	ONTILOS & ULGA	M. CAMPOS, husband an	d wife	
5		n in an	· · · · ·	as grantor,
whose address is 544:	3 Glenwood Drive (Street and number)	Klamath Falls,	97603	-
MOUNTA	AIN TITLE COMPANY, an	Oregon Corporation	(City)	State of Oregon,
and and a second se		JEGGIN COLDUCATION		, as Trustee, and
		<u> </u>		
E TOWN &	COUNTRY MORTGAGE, IN	C., an Oregon Corporat	tion	, as Beneficiary.
WITNESSETH:	That Grantor irrevocably GRA	NTS, BARGAINS, SELLS and	CONVEYS to TRUGTER	
POWER OF SALE, THE	PROPERTY IN KLA	MATT		
and the second			County, State of C	Dregon, described as:
The off	ficial plat thereof or	NO. 1064FIRST ADDIT file in the office of	ION TO GATEWOOD, a	according to
County,	, Oregon.	and in the office of	r the County Clerk	c of Klamath
a la facto de la d a de la contra de la defensione de la contra de	5443 Glenwood Driv	n in de la service equiperation de la service de la se La service de la service de	Maria II. Maria II.	an a
	Klamath Falls, OR	e 97603		an a
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Tas document i	s being rerecorded to	add County of Notary		
entra anti inclusi di spite internetti. Anti infanta con esperante inclusi spite		and county of Notary	Public.	14343) 1
which said described prope	Privic pot automation to a	n an an Arte an Agric an adalah seri An an Artis an Antonio an Antonio		
	ity is not currently used for agri	cultural, timber or grazing purpo	ses.	
rents, issues, and profits th	nents, hereditaments, and appurtereof, SUBJECT HOWEVER 10	tenances now or hereafter thereur the right, power, and authority h	nto belonging or in anywise	e appertaining, the
TO HAVE AND TO	such rents, issues, and profits.		icremater given to and cor	iferred upon Bene-
FOR THE PURPOS	D HOLD the same, with the approximation of SECURING PERFORMAN	urtenances, into Trustee. NCE of each agreement of Granto IY-ONE AND 00/100ths	r herein conscient - 1	
(\$41,831	.00)	NCE of each agreement of Granto IY-ONE AND 00/100ths	and pays	ment of the sum of
	with interest thereon account	· · · ·		
, 19 <u>86</u> , payat	ble to Beneficiary or order and ma	to the terms of a promissory note, de by Grantor, the final payment of ST	dated <u>July 14</u>	
I. ANNUMBER IN ACCOUNT	KANAN WANY WAY WAY WAY WAT WAT TO TAKE THE	· · · · · · · · · · · · · · · · · · ·		
XIVA XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	uxay dayaxaxaxxxxxxx xxxxxxxxxxxxxxxxxxxxxxx	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
2. Oranitor agrees to	nav to Bonofisiam in 111	in name	rved to pay the de	bt, in whole or
al A sun, as estimat	ted by the Demetical states the states of th			
surance on the premises cou	vered haraby as many t	and pay	able oil Dollcles of fire and	other beared to
the number of months to elar	g to deliver promptly to Beneficia	ary all bills and notices therefor, h	ess all sums already paid the	es satisfactory to
quent, such sums to be held	by the Beneficiary in trust to pay	ary all bills and notices therefor, le te when such ground rents, premiu said ground rents, premiums, tax	ims, taxes and assessments w	vill become delin-
IUL All Davments men	tioned in the second the second			
tonowing ticins in the order	set forth.	a angle	its to be made under the no payment to be applied by F	te secured hereby Reneficiary to the
(II) interest on the note sec	ixes, special assessments, fire and other ha	zard insurance premiums;	i se applied by t	cheffelary to the
(III) amortization of the prin	ncipal of the said note.			
payment, constitute an event	amount of any such aggregate mo of default under this Deed of Tr	nthly payment shall, unless made	good prior to the due date	of the next such
3. In the event that any	V Davment or perting the ct			Grantes
4. If the total of the n	auments made by O	See of Deneticial y.		
the option of the Grantor shall	nd rents, taxes or assessments, or I be credited on subsequent payment	(a) of paragraph 2 preceding sha insurance premiums, as the case m ents to be made by Grantor, as the	hay be, such excess, if the lo	yments actually

the option of the Grantor shall be credited on subsequent payments to be made by Grantor, or refunded to the Grantor. If however, the monpremiums, as the case may be, such excess, if the loan is current, at 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

at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment "hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor any balance remaining in the funds accumillated 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 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 Hous-

ing 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 (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. 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

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, in-

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 ex-

penditure 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 Dc-d eligi-

ble for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees not to do, or cau - 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 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 of 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, cr in any other manner, Bene leiary 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 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,

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 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,

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 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 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 Housing and Urban Development dated subsequent to

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

eees

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 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 provment 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 have 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 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 Court.

CAMPOS

, 19 86, personally appeared before me

margo (Im/no

FRANCISCO J. CAMPOS STATE OF OREGON COUNTY OF Klamath SS:

1

I, the undersigned, ____ KRISTI L. REDD <u>14th</u>_____day of _____ July

FRANCISCO J. CAMPOS and OLGA M. CAMPOS to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein menti aned

Given under mychand and official seal the day and year last above written.

Signature of Grantor.

Signature of Grantor.

, hereby certify that on this

22133

My commission expires_____11/12/87

REQUEST FOR FULL RECONVEYANCE

To: TRUSTEE.

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

The undersigned is the legal owner and holder of the note and all other indubtedness 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 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 *ss:* 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 M., and was duly recorded in Book of Record of Mortgages of County, State of Cregon, on page Pet: MTC Recorder. By Deputy.

STATE OF OREGON

22134

12682

Attachment 1

STATE OF OREGON

. FHA NO. 431-1890213

RIDER TO DEED OF TRUST

1. LUMP-SUM MORTGAGE INSURANCE PREMIUM:

Grantor and Beneficiary 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 to mortgage insurance premium, if any, will be calculated and paid in accordance with applicable HUD rules and .ey lations.

ADDITION TO PARAGRAPH 20:

There is added to Paragraph 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.

FRANCISCO J. CAMPOS

OLGA/M. CAMPOS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of	The OF ORCUMENT	
of A.D., 19	86 at 9:05 o'clock A M., and duly recorded in Vol. M86	/
of	nor (gages on Page 12679	, .
FEE \$17.00	INDEXED By	F
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No.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of _____

01	Jecember	A.D., 19 36 at $3:31$ o'clock Λ M and duly more the $2nd$ day	
		of at o'clock M., and duly recorded in Vol day	
FEE \$17.00	By Biein, Sounty Clerk M. H.		

SS.