State of Gregor Deed of Trust de direction 431-2099914 127746 countercourse of desk processingly or actaching my prepare in 1986 for appringing the said has been This Deed of Trust, made this 2 godans are under the day of November 1987 VOLCER DANIEL O. BENSON and CATHY I BENSON artiki isto between DANIEL O. BENSON and CATHY J. BENSON, husband and wife as Grantor. there shall be a detaille roder any of the provisions of this Dard of whose address is (Street and number, city) 3 15 5845 Marius Drive, Klamath Falls, Oregon 97603 credit to the aregum of chronics any butance remaining an mediand Neself biolesist of our best State of Oregon MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, an Oregon Corporation as Trustee, and as Beneficiary. Witnesseth: That Grantor irrevocably Grants, Bargains, Sells and Conveys to Trustee in Trust, with Power of Sale; the Prop-Certy in இது இது Kilama th இது நடித்தியாய் அதர் நடித்தி County, State of Oregon, described as: uranior stall pay to Boreliciath any amount accessory to make up tending schoolskeom okageed by sent in a year I mare. the east may be lasten the same shall became any out payable; then Elegrand corresponded to the company of the westerly, 15 of set thereof and the W1/2 of a Lot of the correspondence of the correspon coare and by industry incloding coarby character of the party and accountly Action and Arministration of the Control of Transaction relunded to the Cramiot all, however, the minibly payments made cucques cu4/peGRACE PARK; according to the official plat thereof on file in the aractanicing of warrance becoming the County Clerk of Klamath County, Oregon. barakanp 5 because and exceed the amount of baractan appearance appearance and the county of Cambridge and Anglish Consisted in Secretariation for the 2015 of the Mixing the restaining apparate has no deuter all policies to Brook lary 4. The foliat of this payments medic by Granton in the first en Descriptions of the control of the c Mintherary (assume reacts as the product of the assument of th average it obliged by Denoticiaty. parces to based claric curistic correspondingly for tacts doller as within lifethisty days from the apte of the some typic. Graning A Teglio life and magazina commercial algebra less by incared I TO THE EXCIL IN A REPORTION OF POLICIES THE COLUMN OF BANK grappyone singresingerage straticity estimations in Was To compression all mass ormice acts of the construction constructs men resultant constitute an exect of default leader the Deed of payment shulcopiess crade profit prolity through date urbe pest sing delictions in the amount of any such aggregate monthly To her in the are definitioned any his little are in the special (m) - amountaino of the principal of the 1861 hold (ii) mir text ou the noty secured hereby, who nateurner, Beneficially to the collaring density the ted of set make. (1) ground four it also takes special associations. The soil orbit maned mountain preparative. tolloopers all Landrolod Anticoccus in citis, and an actiticates ipredictionics distriction is decisioned to total as the sign Dentitionis action technique and the lighter of Charles and apery de borg sastruccus; su escusje boardout to geschings pa en l'approceabile liceles processes de la compact, est de la compact de la compact de la compact de la compact Azerby skali he enderforeiner and hie segrekkie emodati cherent and some policy and and the presents to be made traderine accured ndocachenes (or particion) source or (a) a behard filtocativ (b). All payelence henceners in the date proceding subjection of MONTHS AND EXPENSE OF THE PROPERTY OF THE ussess mente, before the same become delinquent and Degegoeri agranda bij ing abbut rines to the send ground cars grantonic, trackancell con **entrop**e (Verbeitas digitalises (Veres per pendan gritice ^vol. et Har records energy for encountries perpote by the department of the differential social propodiscons, premiums, mixes and assessments regrande de la companya de la compan all fulls and notices the wint sers all sums after the paid that does as divided by the number of months to clapse before I meath price to **acispenia i sapos projeti i al co**posi di la spoca i disco doce s Tall in the comment of the comment o to beneficiary, Grantor represure to debagg promptive to the action of omiuli coles scencia which said described property is not currently used for agricultural, timber or grazing purposes. heoretically beneath because of the control of the control of next become desend payable on posicist of the and allocations ETogether with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and 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. निवाद (वर्ष कि 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 COUNTY OF THE PROPERTY OF THE manni balancon er ki

This form is used in connection with deeds of trust insured under the one; to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203 (b) and (i)) in accordance with the regulations for those programs.

twith interest thereon according to the terms of a promissory note; dated payable to the Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, being due and payable on the first day of December 187, 1903 172, 1903 173, 1903 1

- Morester insurance scending payment tracking sections 203 (of energy) reacconducts with the requisitions of 101: 10 Privilege is reserved to pay the debt in whole; or in ane structor of To Protect the Security of This Deed of Trust, Grantor Agrees in 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 of an intention to exercise such privilege is given at least thirty (30) days prior to 1500
- 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 of 10 Hom the reme, surp the submitteneness
- (a) 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 by this Deed of Trust; plus the premiums that will wo Housing and Urban Development, and complete same in next become due and payable on policies of fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before I month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and
- (b) All payments mentioned in the two 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:

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

(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 Deed of Trust.

- 3. In the event that any payment or portion thereof is not paid within fifteen (15) days from the date of 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 Actinually assessments, or insurance premiums, as the case may be; such excess, if the loan is current, at the option of the Grantor, shall b credited on subsequent payments to be made by Grantor or OFFE purporting to affect the security hereof or the rights or powers of refunded to the Grantor. If, however, the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay as a 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 the 2011. To pay at least 10 days before delinquency all assessments rents, taxes, assessments; opinsurance premiums shall be due: If at >> prupon water company stock; and all rents, assessments and charges any time Grantor shall tender to Beneficiary in accordance with the provisions hereof, full payment of the entire indebtedness secured with hereby, Beneficiary shall, in computing the amount of indebtedness. credit to the account of Grantor any balance remaining in the funds—appear to be prior or superior hereto; to pay all costs, fees, and accumulated under the provisions of (a) of paragraph 2 hereof. If DET expenses of this Deed of Trust? 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 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 unpaid under said note.

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

- prepayment: The record according to the return of a brown sort more unterly 6. To complete of 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 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

- 7. Not to remove or demolish any building or improvement thereon
- 8. To comply with all laws, ordinances, regulations, covenants, 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...
- 10. To appear in and defend any action or proceeding Beneficiary or Trustee; and should Beneficiary or Trustee elect to calso 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.
- 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

177:12:1(To pay,immediately and without demand all sums expended hereunder by Beneficiary of 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 of Trust 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 of Trust.

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: 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 whateveramounts 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 is of proceeding, or damaged by fire, or earthquake, or in any other actives manner, Beneficiary shall be entitled to all compensation; awards (STE) Development to insure this loan cease to be in full force and effect and other payments or relief therefor, and shall be entitled at its 100 for any reason whatsoever. Beneficiary may declare all sums 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, need on written notice of default and of election to cause the property to be 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.
- 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 to pay, may realist the emucine
- Beneficiary, payment of its fees and presentation of this Deed of Trust 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 of the out Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property.
- The Grantee in any reconveyance may be described as the USINE "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.
- not named as Beneficiary belgin
- 18. As additional security, Grantor herebylassigns to 156 pt. Cl Beneficiary during the continuance of these trusts all rents issues, royalties, and profits of the property affected by this Deed of Trust 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 Prior Little discharged and Trusies so appointed shall-be substituted as Trusies nedical and instrupon the Trusten horein named shall be

- 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 posession 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 Make or do the same in such manner and to such extent as either of the 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 hereunder, or should this Deed and said note not be eligible for insurance under the National Housing Act within the date 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 months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, the note and all documents evidencing expenditures secured hereby Notwithstanding the foregoing, 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 o los runno no peque requinte precuper in and have executed by it in said notice of sale, either as a whole or in separate

 17. At any time and from time to time upon written request of 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 this Deed of any matters or facts shall be conclusive proof of the truthfulnness 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 substituted and other tipes of very his consist arions or process as

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 (Frustee 1972 and project to the control of the control named, and thereupon the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee 122.25% The term "Deed of Trust," as used herein, shall mean the hereunder with the same effect as if originally named Trustee same as and be synonymous with, the term Trust Deed, as used -neremment with the issue effect as it originally unincessful flager in periodic and periodic as it originally unincessful flager in in the laws of Oregon relating to Deeds of Trust and Trust Deeds. Whenever used, the singular number shall include the plural, the ot 23! This Deed of Trust shall inure to and bind the heirs! 111 : 112 plural the singular, and the use of any gender shall be applicable to legatees, devisees, administrators, executors, successors, and assigns all genders, the supplies that the state of any gender small or apparatus to of the parties hereto. All obligations of Grantor hereunder are joint and several! The term "Beneficiary" shall mean the owner and 18:26: As used in this Deed of Trust and in the note, "attorney's holder, including pledgers, of the note secured hereby, whether or fees shall include attorney's fees, if any, which shall be awarded by fees" shall include attorney's fees, if any, which shall be awarded by an Appellate Court.

Lorenty Grant Court.

LATHY J. BENSON To appear to the Signature of Grantor.

Proper January Street Later Court.

Proper January Later Court.

Proper not named as Beneficiary herein. 24: Trustee accepts this Trust when this Deed of Trust duly executed and acknowledged) is made public record as provided by law. Trustee is no cobligated comotify any party sereto of pending DANTEL O: BENSON:

State of Oregon ratio of the state of Mones of the concertables and an estimate of the fire conhereby certify that on this resont to the parties independent fringer and to consent DANLEL U. HENSUN and CATHI J. DENSUN; RUBDARD ARE within instrument, and acknowledged that they to me known to be the individual described in and who executed the within instrument, and acknowledged that therein mentioneduals flow arranged some of some of the day and year last above written and official seal the day and year last above written arranged from under my hand and official seal the day and year last above written arranged from the state of t consequence of the organism and the consequence of the used only when note has been paid.

To:Trustee: **consequence of the use of the used only when note has been paid. of Trustee: course of the contract of the note and all other indebtedness secured by the within Deed of Trust. Said note, of The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, of The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, of the undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. obit ne undersigned is the legal owner and noider of the note and all other indeptedness secured by the within Deed of I rust. Said note, and some subject of the note and all other indeptedness secured by said Deed of I rust, has been fully paid and satisfied, and you are hereby requested and agether with all other indebtedness secured by said Deed of I rust, has been fully paid and satisfied, and you are hereby requested and TouTrustee: configuration with the state of the second state of th 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 corrected on payment to you of any sums owing to you under the terms of said Deed of 1 rust, to cancel said note above mentioned; and to cother evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to cother evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to Cother evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, all the estate now held by you thereunder, reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder. PRESENT THE STREET OF STREET S 19, Should the property of any perilogical benefica at ine d. Adread Handang (c.) a lab. a. judinding ones of the employ consecutify par the Electrical decidand and race not be entitled a contract and a Adioust as an absolute tiserclion if may decornect astrothere of acting the marcinium actions are acting and agencies Mail reconveyance to solve the property of the second surface of the property of the solve of th ge Chergeau ple Como en les fraces ane en mediche holasis it Repticults and innorthin quicking contained nicher et National et en Lingue de la completa en en la caracte realization Organist to affect the security section of the court of State of Organist The state of the section of the sect with the certify that this within Deed of Trust was filed in this office for Record on the O CHOCK MATERIAL WAS UNITY TECOTORS IN BOOK
ODERS THE SECTION OF T BUT ALTHOUGH TO STATE OF RECORD OF MOTTGASS OF pepara se contou ou planty of such months under garde facility Page Record Crack Land Carly pages of the control o Saile Duabates the members of the transfer the and trained The Hall by Color of Saluth Carlos all the Heart carlos Recorder 108 %. A diament Agreechan usus en beneficial de mais The Allower Adelpsit Shughing and Section Deputy, parts their insuesas solving their serence for this diges. If Trust no the National Journal Act and an Audineaus thereby and agrees are trained and agree of the start left which will small and a start left which will small small and a start left which will small small and a start left will be a start left with the start left will an a start left will be a start left wi 14 That and the restrictions by the ficials and et the provincians \$0084 Page 4 of 4 pages

STATE OF OREGON

FHA CASE NO.

431-2099914

RIDER TO DEED OF TRUST

The mortgagee shall, with the prior approval of the Federal Housing The morrgagee shall, with the prior approval of the rederal housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property to be immediately due and payable if all of a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgageor, pursuant to a Contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the Property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Cathy J/ Benson

RIDER TO DEED OF TRUST

			o Di Nove										

between:

GRANTOR Daniel O. Benson & Cathy J. Benson, husband and wife

TRUSTEE Mountain Title Company of Klamath County

BENEFICIARY Town & Country Mortgage, Inc.

LUMP-SUM MORTGAGE INSURANCE PREMIUM:

Grantor and Beneficiary acknowledge and agree that the HUD Mortgage Insurance Premium has been prepaid for the entire therm of the loan accured by this Deed of Trust and will not be paid in monthry 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 accured by this Deed of Trust the rebate or refund of unearned mortgage insurance premium, if any, will be calculated and paid in accordance with applicable HUD rules and regulations.

ADDITION TO PARAGRAPH 19:

There is added to Paragraph 19 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.

Cathy J. Benson

Ket: MTC

STATE OF OREGON: COUNTY OF KLAMATH

Filed for record at request of Mountain Title Company A.D., 19 87 at 12:45 o'clock P.M. and duly recorded in Vol. M87 of Mortgages on Page 20085 FEE \$30.00 Evelyn Biehn. County Clerk