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and 2. 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: AND LEO HEADKED WAD MOVIOG & *

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured; for a monthly charge that (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows: (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or (ii) If and so long as said note of even date and this instrument are

held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) 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 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

(c) 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) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium); as the case may be;

(ii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums; Spare of Gregon interest on the note secured hereby; (iii)

(iv)

amortization of the principal of the said note, and 22 3.0 3.115 (V) sup

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 arrust distant websk littes a section fuct 同志 (広安智

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 parts agrees to pay a "late charge" of four cents (4e) for each dollar so overdue, if charged by Beneficiary. I'm's Dirigh of Tra-PARM

4. If the total of the payments made by Grantor under (b) of paragraph 2 preceding shall exceed the amount of payments actu-

ally 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 (b) 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 all payments made under the provisions of (a) of paragraph 2, which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) 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 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 (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of

To Protect the Security of This Deed of Trust, Grantor Agrees: 5. 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.

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 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)

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.

State of Orngon

9. To provide and maintain insurance against loss by fire and other hazards, casualties, and contingencies including war damage Page 2 of 5 pages

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prompt payment when due of all other sums so secured or to Page a of 5 page At any time and from time to time upon written request of declare default for failure to pay.

Beneficiary, payment of its fees and presentation of this Deed of Denemiesty, payment of its rees and presentation of this Deco of Trust and the note for endorsement (in case of full reconveyance, the consultation and encoder with out officiation the tisk line of I rust and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the novment of the indebtedness Trustee may (a) concerfor 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 the second person for the payment of the indeptedness I rustee may (a) consent to the making of any map or plat of said property; (b) join in grantto the making of any map or plat of said property; (b) Join in grant-ing any easement or creating any restriction thereon; (c) Join in any subordination or other agreement affecting this Deed of Trust or ing any easement or creating any restriction thereon; (c) join in an subordination or other agreement affecting this Deed of Trust or the lenger characterized thereof. (d) reconvey without warranty all or subordination or other agreement affecting this Leed of Frust or the lien or charge thereof; (d) reconvey, without warranty, all or

The Grantee in any reconveyance may be described as the "per-In turantee in any reconveyance may be described as the "per-son or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive areas of the truthfulness son or persons legally entitled inereto, and the recitals inerein of any matters or facts shall be conclusive proof of the truthfulness any part of the property.

As additional security, Grantor hereby assigns to Benefi-18. As additional security, Grantor nereby assigns to Beneli-clary during the continuance of these trusts, all rents, issues, royal-tice and profile of the property offerted by the Deed and of any clary during the continuance of these trusts; all rents, issues, royal ties, and profits of the property affected by this Deed and of any performance incoments located thereon. Until Grantor shall default in ties, and profits of the property affected by this Deed and of any personal property located thereon. Until Grantor shall default in the narment of any indebtedness control hereby or in the neutron thereof. personal property located increon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the perforthe payment of any indeptedness secured nereby or in the perior-mance of any agreement hereunder, Grantor shall have the right to mance of any agreement nereunder, Grantor snall nave the fight u collect all such rents, issues, royalties, and profits earned prior to default as their become due and couple

default as they become due and payable. Upon any default, Beneficiary may at any time without

17. Upon any detaut, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without receive to the adequart of our court, for 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 indebted on the benching of the security of the security for the security of the s by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take possession of resid representation of the second in his own name and for or other inc indepicaness nereby secured, enter upon any take posession of said property or any part thereof, in his own name sue for or other envice collect such rente induce and profile inductions. said property or any part thereof, in his own name sue for or oth-erwise collect such rents, issues and profits, including those past due and unpeid, and apply the same less costs and eveness of ones erwise conject such rents, issues and profits, including those past du and unpaid, and apply the same, less costs and expenses of operaand unpaid, and apply the same, less costs and expenses of opera-tion and collection, including reasonable attorney's fees, upon any indebtedance recursed bareby and in such order as Reneficiary may tion and collection, including reasonable attorney's tees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and telling necession of ead prop-Indebiedness secured nereby, and in such order as beneficiary may determine. The entering upon and taking possession of said propdetermine. The entering upon and taking possession of said prop-erry, the collection of such rents, issues and profits and the applica-tion thereof an operated about not our or units out defout or erty, ine collection of such rents, issues and profits and the appli-tion thereof as aforesaid, shall not cure or waive any default or tion thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such parties

such notice.

Upon default by Grantor in payment of any indebtedness 20, Upon actault by Urantor 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 incurance under secured hereby or in performance of any agreement nereunder, or should this Deed and said note not be eligible for insurance under the National Housing Act within (5) Enree months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or subbridged erant of the the date nereoi (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent months' time from the date to (3) three months time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust being domain and the said the sa

of this been of trust, accuming to insure said note and this be Trust; being deemed conclusive proof of such ineligibility), or I rust, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Development to instruct this loss space to be in full form and effort should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect Vevelupilient to insure ints loan cease to be in full force and to for any reason whatsoever; Beneficiary may declare all sums recurred hereby immediately due and poundle by determine or tor any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written dedication of default and demand for role and of write secured nereby immediately due and payable by delivery to 1 rustee of written declaration of default and demand for sale, and of writof written acclaration of actault and demand for sale, and of written notice of default and of election to cause the property to be ten notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Rendficient the links denotes with Tenten this Dand of Tente solo, which notice i rustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, the beneficiary snail also acposit with a ruster tills beeu of a rust, are note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law

41. After the lapse of such time as may then be required by later following the recordation of said notice of default, and notice of said notice begins been without tollowing the recordation of said notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Greater shall call said presents as the time and along sale having been given as then required by law, trustee, without demand on Grantor, shall said property at the time and place demand on Grantor, snall sell said property at the time and plact fixed by it in said notice of sale, either as a whole or in separate IIXed by II in Said notice of sale, effort as a whole of in separate parcels, and in such order as it may determine (but subject to any returner right of Granter to direct the order is which each parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such prop-HUD-92169-T (2-87 Edition)

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as may be required from time to time by the Beneficiary in such as may be required from time to time by the Beneficiary in such amounts and for such periods as may be required by the Benefi-ciary with loss payable to the Beneficiary and Contact of their amounts and for such periods as may be required by the beneficiary with loss payable to the Beneficiary and Grantor, as their interests may be each to deliver all policies to Beneficiary and the second to deliver all policies to deliver all ciary, with loss payable to the senenciary and Utaniut, as men interests may appear, and to deliver all policies to Beneficiary of which delivery about constitute on assignment to Repeticiary of interests may appear, and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all

10. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiant of Trustee elect to also return premiums. ing to attect the security nereoi of the rights or powers of benefit ciary or Trustee; and should Beneficiary or Trustee elect to also clary or i rustee; and snouid Beneficiary or i rustee 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 fee appear in or detend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable even included by Beneficiant or Tensor and expenses, including cost of evidence of the and alto in a reasonable sum incurred by Beneficiary or Trustee.

11. To pay at least 10 days before delinquency all assessments 11. 10 pay at least 10 days before definquency all assessments upon water company stock, and all rents, assessments and charges for water annutement to crused in connection with said moments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property;

for water, appurtenant to or used in connection with said property to pay, when due, all encumbrances, charges, and liens with interto pay, when due, all encumbrances, charges, and liens with inter-est, on said property of any part thereof, which at any time appear to be prior or cumerior betefor to pay all costs fees and expenses of est, on said property or any part increoi, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Deed of Truet

12. To pay immediately and without demand all sums expended 14. 10 pay immediately and without demand all sums exper hereunder by Beneficiary of Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the this Deed of Trust.

nereunder by Beneliciary of Frustee, with interest from date of expenditure at the rate provided on the principal debt, and the expenditure at the rate provided on the print repayment thereof shall be secured hereby. 13. To do all acts and make all payments required of Grantor 13. 10 do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Deed 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 Nettoner University Act and amendments thereto and arrest of trust eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees oi ine ivational riousing Act and amenaments thereto, and agree not to do, of cause of suffer to be done, any act which will void such insurance divisor the suffer to be done, any act which will void not to ao, or cause or suffer to be done, any act winds win such insurance during the existence of this Deed of Trust.

t is Mutually Agreed that: 14. Should Grantor fail to make any payment or to do any act as been provided then Receiving or Trueter but without obliga 14. Should Grantor lau to make any payment or to go any act as herein provided, then Beneficiary or Trustee, but without obligaas nerein provided, then Beneficiary of Trustee, but without obliga-tion so to do and without notice to or demand upon Grantor and without obligation beneficiary between the state It is Mutually Agreed that: tion so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make without releasing Granior from any opligation nereol, may: Mak or do the same in such manner and to such extent as either may or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trus-tee being authorized to enter upon the property for such automatic deem necessary to protect the security nereot, beneficiary of 1 rus-tee being authorized to enter upon the property for such purposes, tee being authorized to enter upon the property for such purposes, commence, appear in and defend any action or proceeding purportcommence, appear in and delend any action or proceeding purpor ing to affect the security hereof or the rights or powers of Benefiing to anect the security nereor of the rights of powers of BE clary or Trustee; pay, purchase, contest, of compromise any encumbrance observe or tien which in the indement of eithe clary or i rustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either encumbrance, charge, or lien which in the judgment of either appears to be prior of superior hereto; and in exercising any such content insurt one liebility expand whotever provinting is about appears to be prior of 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 evi-dence of title employ course) and nay his reasonable fees dence of title, employ counsel, and pay his reasonable fees. 15. Should the property or any part thereof be taken or dam-

13. Should the property or any part thereof be taken or dam-aged by reason of any public improvement or condemnation proagen by icason of any puone improvement or condemnation ceding, or damaged by fire, or earthquake, or in any other manner. Reneficiery that he entitled to all companying ceeding, or damaged by life, or earinquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards manner, Beneuciary snall be entitled to all compensation; awards and other payments or relief therefor, and shall be entitled at its and other payments or relies therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name; any 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 componention action or proceedings, or to make any compromise or settlement, connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds including the of connection with such taking of damage, All such compensation, with such taking of damage, all such compensation, with such as a such as awards, damages, rights of action and proceeds, including the proceeds of any policies of life and other insurance affecting sale property, are hereby assigned to Beneficiary, who may after occuring the sector and the sec city, are nercoy assigned to peneliciary, who may alter desucrifie therefrom all its expenses, including attorney's fees, release any months are received by it or annu the same on any indebtedness thereiron all its expenses, including attorney's lees, release any a moneys so received by it or apply the same on any indebtedness moneys so received by it or apply the same on any indebtedness it is secured hereby. Grantor agrees to execute such further assignments of any company of any company. secured nereoy. Granior agrees to execute such turther assignments of any compensation, award, damage, and rights of action and proof any compensation, awaru, uamage, and insus or action and F ceeds as Beneficiary of Trustee may require a subouncements anoi! as policiciary of a rustee may require a subonucement of anon By accepting payment of any sum secured hereby after its is ate. Beneficiary does not waive its right either to require its 19. by accepting payment of any sum secured nereby after its due date. Beneficiary does not waive its right either to require Page 3 of 5 pages

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Page 3 of 5 pages

erty, 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 sure 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 the 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. the property of any part thereas he taken of dam

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 16 hereunder with the same effect as if originally named Trustee not percention es, charge, or here when as the judgment of curlet cierts or [] mites hit baccares control at combroating sufthe to affect the eccutic hereof of the others of Brack unt to affect the second placed of the black of boards of February induced the second placed of the black of boards of February and Second to be and the second placed of the second black of the second black and the second to be and the second placed of the second black of the second

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I the undersigned. Sanatra Handsaker I, the undersigned. Sanatra Handsaker J. The undersigned. June J. The Undersigned Automation of the sanatra Handsaker J. The undersigned the sanatra Handsaker

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which delivery shall constitute an exignment to Benchemy, or all interests into, appear, and to deliver all policies to Benefic are ciary, with loss payable to the hendletary and Granior, as their antounts and the such periods is may be required by the benefic around an account tools it notes that the Boreford A ar initia

23.11 This Deed of Trust shall inure to and bind the heirs, legalees, 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 pledgees; of the note secured hereby, whether or holder, including pleugees, of the particular the pleugees, of the particular the pleugees of the plant of th

Affec the lapse of

24. Trustee accepts this Trust when this Deed of Trust 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.

usice. Upites divisité de se se d 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

Richard on Howard and Dispite Deeper have as the 26.7. As used in this Deed of Trust and in the note, "attorney's fces" shall include attorney's fees, if any, which shall be awarded by

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notice of cellult hervanger or myaucate an ANISSA R: SABORI Signature of Grantor. i frejn and collection, including in clothing alternation of the state and white the state state the second state of the second state of

hereby certify that on this 19.88 personally appeared before me

Jandea Handsoher

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Page 4 of 5 pages

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e.	Request for Fu	il Reconveyance
	Do not record. To be used (only when note has been paid.
gether with all other rected on payment to	he legal owner and holder of the note and all in indebtedness secured by said Deed of Trust, h you of any sums owing to you under the term	other indebtedness secured by the within Deed of Trust. Said note, ias been fully paid and satisfied; and you are hereby requested and ns of said Deed of Trust, to cancel said note above mentioned, and all red to you herewith, together with the said Deed of Trust, and to f said Deed of Trust, all the estate now held by you thereunder.
Dated	- 19	
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STATE OF OREG Filed for record a ofJune	ON: COUNTY OF KLAMATH: ss. request of <u>Klamath County</u> <u>A:D.; 1988</u> at 3:37 of Mortgages	the data _
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