Return to: U.S. BANCORP MORTGAG 555 S.W. OAK PL-5 0311	Page Water	
State of Oregon PORTLAND; ORbin 97.204 STATE OF THE PORTLAND O		LN 1387804 SCHOECK
		FHA Case No.
This Deed of Trust, made this 16th between MARLIN O. CUNN whose address is (Street and	Proposition and the second	431:2239783-703
between MARLIN O. CUNN whose address is (Street and number, city) = 5081	day of September 10	o Vols
whose address is (Street and number, city) 5081. State of Oregon, U.S. BANK OF WA	AND JULIE M. CUNNINGH	88 Vol. <u>2088</u> Page <b>15</b> 6
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witnesseth: That Grantor irrevocably Grantor irrevocable Grantor i	BANCORP MODES	ON
erty in KLAMATH to the property of the propert	rants, Burgains, Sells and COMPANY	, as Trustee, and
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Together 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 Benefi-For the Purpose of Securing Performance of each agreement of Grantor herein contained and payment of the

For the Purpose of Securing Performance of each agreement of Grantor herein contained and payment of the sum of

FIFTY FIVE THOUSAND SEVEN HUNDRED FORTY AND 00/100---with interest thereon according to the terms of a promissory note, dated September 16, 1988 payable to the Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, being due amount of an to any or more thought because of any months to the

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 constraints for those programs. This form is used in connection with deeds of trust insured under the one- to four-tamily 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.

a One-Time Mortgage insurance Preinjum payment (including sections 201 (b) and (ii) in ascendance whis the regulations for those programs 191.10 Privilege is reserved to pay the debt in whole, or in any the bue To Protect the Security of This Deed of Trust, Grantor Agrees: 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. 5. To keep said property in as good order and condition as maturity. Provided, however, That written notice of an intention to they now are and not to commit or permit any waste thereof, exercise such privilege is given at least thirty (30) days prior to the distance of the prepayment inclaims the second tear excepted. prepayment. Hectanu according to the seems of a promissory note dates 6. To complete or restore promptly and in good work-

- 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: 1.0 Hold the said: with the abbant made est
- A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the 30 days from the date of the commitment of the Department of premises covered by this Deed of Trustliplus the premiums that will be Housing and Urban Development, and complete same in next become due and payable on poncies of the and office insurance on the premises covered hereby as may be required by the first to allow Beneficiary to inspect said property at all times 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

- 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 001 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 J. Gloud 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 with rents, taxes, assessments; or insurance premiums shall be due if at a pupon water company stock, and all rents, assessments and charges any time Grantor shall tender to Beneficiary, in accordance with the grantor for water, appurtenant to or used in connection with said property; 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(O)) 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 (1) 111 12. To pay immediately and without demand all sums expended otherwise after default, Beneficiary shall apply, at the time of the comme cement 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.

- manlike 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 accordance with plans and specifications satisfactory to Beneficiary,
- (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from 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

- 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
- 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, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
- 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 Deed of Trust.
  - hereunder by Beneficiary of Trustee, with interest from date of expenditure at the rate provided on the principal debi, 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

Bafera: 176 1387804 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: 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 be or proceeding, or damaged by fire, or earthquake, or in any other worked manner; Beneficiary shall be entitled to all compensation; awards and other payments or relief therefor, and shall be entitled at its and payments 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 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, and senied the same as THE LL
- ourse such to promoting undergraphed in any appreciation 17.7. At any time and from time to time upon written request of 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 Guitor 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 "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 boneliciary herein.

18. As additional security, Grantor hereby assigns to 1610 161 161 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. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They I this is they become due and payable. They is they become due and they become manied, and thereupon the I come berem named shall be

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 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 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 three months from 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 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 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:

- After the lapse of such time as may then be required by law 21. 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 this Deed of any matters or facts shall be conclusive proof of the truthfulnness thereof. Any person, including Grantor, or admirate 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 he united any miles. Deed in grave or or not account to proceeding

Page 2 of 4	
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? 1995 (1991) 1995 (1992)	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
23. This Deed of Trust 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 bolder including pledgees, of the note secured hereby, whether or	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.
not named as Beneficiary herein.  1. 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 gending	26. 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.
MARLIN, O CUNNINGHAM EACH PROPERTY OF GRANTOR.  State of Oregon (LEGG) of Carefully and Legging by Legging of State of County of Klamath (1883) and englished the legging by Legging b	Signature of Grantor.
I, the undersigned, Darlene J. Tucker  16th day of September  Cunningham & Julie M. Cunningham  to me known to be the individual described in and who executed the	, hereby certify that on this Marlin O.
therein mentioned and que et all official seal the day and year last above the control of the co	The property of the second sec
metal targets by the transfer of a for a rapid the same on any metal targets by the transfer of the transfer o	m paint in today. Notary Public in and for the State of Oregon- micro in My commission expires 6/16/92
OF Characteristics of Do not record. To be used	only when note has been paid.
The undersigned is the legal owner and holder of the note and al together with all other indebtedness secured by said Deed of Trust directed on payment to you of any sums owing to you under the te tother evidences of indebtedness secured by said Deed of Trust deli other evidences of indebtedness secured by said Deed of Trust deli	l other indebtedness secured by the within Deed of Trust data that has been fully paid and satisfied; and you are hereby requested and rms of said Deed of Trust, to cancel said note above mentioned; and all the said Deed of Trust, and to
15. Should the property or any near the second	City of the second seco
and a Dated	of New System Control of Section 1
exercising any such powers, insur may famility, expend which see a product of the design may be a produced in the absolute discretion it may deem necessary thereing the funding needs of produce of this, employ, counsel, and pay his reasonable flee.	the Contoral Marson Contoral C
Mail reconceding this county is a titled, the seconds become use the asception of the county becomes any encumbration, charge, pay, perchase, control of the county and the county of th	36. A plant depart in a figure in position and a professional sequences. See Secretar in Secretarian in Secretarian and Secretarian Sec
19.7 Tool 18. 1970 (19. 19. 19. 19. 19. 19. 19. 19. 19. 19.	[전통사업통원][환경화][경험 기업통원 기업통원 시간 (1) 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1

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County of the graph and a second present the step of the property of the property of the graph and the property of the graph and clock M.; and was duly recorded in Book
County, State of Oregon, on the principal state of the second of the sec

Man grand and account of the Deputy. Land

FHA NO.

431:2239783-703

## RIDER TO DEED OF TRUST

date	September	OF TRUST is attached to and made a part of that DEED OF TRUST
	GRANTOR	MARLIN O. CUNNINGHAM AND JULIE M. CUNNINGHAM
	TRUSTEE	DANK OF WASHINGTON NATITON
	BENEFICIARY	U.S. BANCORP MORTGAGE COMPANY
	Paragraph 1 whi	hich reads as follows, is deleted:
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	monthly payment any month prior t exercise such pri	served to pay the debt in whole, or in an amount equal to one or more into one or more into maturity. Provided, however, That written notice of an intention to amended to read as for its amended to read a solution to the first day of its amended to read as for its amended to read a solution to the first day of its amended to read as for its amended to read a solution to the first day of its amended to read as for its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to read a solution to the first day of its amended to the fi
2.	' arayraph 1 is an	amended to read as follows:
	"Privilege is reserv	rved to pay the debt, in whole or in part, on any instalment due date."
3.	The following para	ragraph is added.
	and payable if all o by devise, descent executed not later the	declare all sums secured by this deed of trust to be immediately due of or part of the property is sold or otherwise transferred (other than than 12 months.)
	in accordance with	than 12 months after the date on which this deed on the requirements of the Commissioner.
		Marian ( union )
		MARLIN O. CUNNINGHAM
		JULIE M. CUNNINGHAM
TATE OF OREGON: (	Others	
iled for record at reque		<u>요즘 하는데, 다른 아이들은 하는데, 이 마른 사람들은 사람들은 하는데, 이 사람들은 하는데, 그리고 있다면 하는데, 이 사람들은 하는데, 이 사람들은 하는데, 이 사람들은 아이들은 다른데, 이 사람들은 사람들은 아이들은 다른데, 이 사람들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이</u>
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