PORTLAND OR 97204 Attn: Tess Schoeck

431:2285289-703

. 19 89 day of March 2nd PHILIP A. DUSSEL AND BARBARA A. DUSSEL This Deed of Trust, made this between

, as Grantor,

whose address is (Street and number. city) 7724 BOOTH ROAD, KLAMATH FALLS, OREGON 97603

U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION U.S. BANCORP MORTGAGE COMPANY State of Oregon,

, as Trustee, and as Beneficiary.

Witnesseth: That Grantor irrevocably Grants, Bargains, Sells and Conveys to Trustee in Trust, with Power of Sale, the Prop-County, State of Oregon, described as: KLAMATH erty in

A parcel of land situated in the Northwest Quarter of Southwest Quarter of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of a public road known as Booth Road which is 121 feet West and 30 feet South of the Northeast corner of said Northwest Quarter of Southwest Quarter of Section 7; thence West along the South line of Booth Road a distance of 120.4 feet to a point; thence South 03 degrees 35' East a distance of 280.3 feet to a point; thence South 77 degrees 50' East a distance of 105 feet to a point; thence North a distance of 302.3 feet, more or less, to the point of beginning.

DEED OF TRUST RIDER AND ADDENDUM TO DEED OF TRUST ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED.

Tax Map No. 3910-7CB, TL #100, Key No. 590916

The rights and obligations of the parties under this Instrument are expressly made subject to the provisions of the Addendum and Rider(s) attached to the Deed of Trust. In the event of any conflict between the provisions of the Addendum or Rider(s) and the printed provisions of this Instrument, the conditions of the Addendum or Rider(s) shall control.

which said described property is not currently used for agricultural, timber or grazing purposes.

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 Beneficiary to collect and apply such rents, issues, and profits.

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

Dollars (\$ 32,956.00). THIRTY TWO THOUSAND NINE HUNDRED FIFTY SIX AND NO/100---with interest thereon according to the terms of a promissory note, dated March 2 payable to the Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, being due 20 19 APRIL and payable on the first day of

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 This form is used in connection with deeds of trust insured under the one- to roun-taining programs of the national mousing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203 (b) and (i)) in accordance with the regulations for those programs. HUD-92169T.1(5-85 Edition)

- 1. Privilege is reserved to pay the debt in whole, or in an 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 prepayment.
- 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:
- (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 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 1 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 assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor, shall be credited on subsequent payments to be made by Grantor, or refunded to the Grantor. If, however, the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or 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 Protect the Security of This Deed of Trust, Grantor Agrees:
  5. lo keep said property in as good order and condition as
- To keep said property in as good order and condition at 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 work-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 30 days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
- (b) to allow Beneficiary to inspect said property at all times during construction,
- (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by personal service of the same,
- (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

- 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 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.
- 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 Deed of Trust.
- 12. 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 Beneticiary 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 proceeding, or damaged by fire, or earthquake, or in any other manner. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, award, damage, and rights of action and proceeds as Beneficiary or Trustee may require.
- 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.
- 17. 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 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

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 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.

- 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 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 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.

- 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 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

Recorder.

Deputy.

	<b>369</b> 4					
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.	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.					
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 holder, including pledgees, of the note secured hereby, whether or 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 not obligated to notify any party hereto of pending	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.					
- To remouse	Babas A. Dissel					
PHILIPOA. DUSSEL Signature of Grantor. State of Oregon	BARBARA A. DUSSEL Signature of Grantor.					
County of Klamath ss:	<ul> <li>MANAGEMENT AND CONTROL OF CONTR</li></ul>					
Total and the first of the Market and the Market an						
1. the undersigned. Marlene T. Addington 2nd day of March Philip A. Dussel and Barbara A. Dussel	hereby certify that on this personally appeared before me					
to me known to be the individual described in and who executed the wi						
they signed and sealed the same as their	free and voluntary are and dead for					
therein mentioned.	free and voluntary act and deed, for the uses and purposes					
Given under my hand and official seal the day and year last above wi	ritten, Villa Martin Commission and					
	In present Addington					
	Notary Public in and for the State of Oregon.  My commission expires 3-22-89					
1 325 To W and W and W and the Beautiful Con-	<ul> <li>A series of the first of the control o</li></ul>					
Request for Full	Reconveyance					
To: Trustee: Do not record. To be used onl	V When note has been noted					
The undersigned is the legal owner and holder of the note and all other together with all other indebtedness secured by said Deed of Trust, has directed on payment to you of any sums owing to you under the terms of other evidences of indebtedness secured by said Deed of Trust delivered reconvey, without warranty, to the parties designated by the terms of said	of said Deed of Trust, to cancel said note above mentioned, and all					
Dated To The area and Allerton of the appearance of the property of the proper	<ul> <li>Addition (ARA) is supported to the control of the con</li></ul>					
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I hereby certify that this within Deed of Trust was filed in this office for	Record on the					
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STATE OF OREGON

FHA NO. 431:2285289-703

LN 1440372 SCHOECK

## RIDER TO DEED OF TRUST

A LA DEED OF TRUST
This RIDER TO DEED OF TRUST is attached to and made a part of that DEED OF TRUST
March 219,89 between
datedPHILIP A. DUSSEL AND BARBARA A. DUSSEL
GRANTORU.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
IBUSTEE
BENEFICIARY U.S. BANCORP MORTGAGE COMPANY
1. Paragraph 1 which reads as follows, is deleted:
"Privilege is reserved to pay the debt in whole, or in an amount equal to the of more of 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 prepayment."
2. Paragraph 1 is amended to read as follows:  "Privilege is reserved to pay the debt, in whole or in part, on any instalment due date."
"Privilege is reserved to pay the death."  3. The following paragraph is added to the Deed of Trust following paragraph 19.
3. The following paragraph to determine the determine the following paragraph to determine the following paragraph to determine the determine the determine the determine the determined paragraph to determine the determined the d
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PHILIP A. DUSSEL
BARBARA A. DUSSEL

Use with Oregon HUD-92169-T.1 (5/85 Edition) (One-Time MIP)

LN 1440372 SCHOECK 431:2285289-703

## ADDENDUM TO DEED OF TRUST

Single-Family Mortgage Program Oregon Housing Agency State of Oregon

The Lender intends to assign its rights under the attached Deed of Trust to the Oregon Housing Agency, State of Oregon (the "Housing Agency"). In the event the Housing Agency accepts such assignment, the rights and obligations of the parties to the attached Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- 1. As long as this mortgage is held by the Housing Agency, or its successors or assigns, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:
  - a. all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
    - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or
    - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that the language "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or
    - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
      - (iv) whose household income exceeds that established by the Housing Agency under its applicable regulations or program guidelines in effect on the date of the sale or transfer; or
    - b. Borrower fails to occupy the property described in the mortgage without prior written consent of the Lender or its successors or assigns described at the beginning of this Addendum; or
    - c. Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the <u>Internal Revenue Code</u> in an application for this mortgage.

2. As provided in Section 143(g) of the Internal Revenue Code, the Housing Agency has elected to credit to its borrowers rather than the United States Treasury certain amounts which may become available. The Housing Agency will periodically determine the overall amounts subject to credit and will distribute such credits among its borrowers in compliance with said Section. The amount of any credit to be made to the Borrower will be applied against the final payment of principal on the Note, whether such payment occurs as a result of the discharge of the indebtedness at, or in advance of, the last regularly scheduled payment date. If at any time the amount of the credit so determined equals or exceeds the amount of the outstanding balance on the Note, the Note will be considered discharged and any excess will be applied against interest due. Nothing in this paragraph creates any express or implied right on the part of the Borrower other than to receive a credit, if any, as herein provided. The Housing Agency assumes no obligation to invest any funds so as to increase or even provide an amount to be so credited nor is it obligated to make equal amounts available to all borrowers. The Borrower is not hereby granted any right to claim or maintain any action other than to obtain the benefit of any credit which may properly be allocated to the Borrower in the discretion of the Housing Agency in order to achieve compliance with the

References are to the <u>Internal Revenue Code</u> in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

- The Borrower understands that the agreements and statements of fact contained in the Addendum to Residential Loan Application are necessary conditions for granting this loan.
- 4. The Borrower agrees that no future advances will be made under this Deed of Trust without the consent of the Oregon Housing Agency, State of Oregon.

The Borrower understands and agrees that the above provisions and the interest rate set forth in the Note shall be in effect only if this loan is purchased by the Housing Agency or its assigns. If for any reason it is not so purchased, or if such purchase is rescinded, then the above provisions shall cease to be effective and the interest rate may be increased to 10.50% per annum, and the monthly installment of principal and interest may be increased to 301.46

NOTICE TO BORROWER: THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in this Addendum.

Date:

PHILIP A. ODUSSELBorrower

BARBARA A. DUSSEIBorrower

SFMP 9A 0032a (Rev. 4/88)

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	STATE OF OREGON County of Klamath	) ss					
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	U.S. BANCORP MORTG.	AGE COMPANY					
	555 S.W. OAK PL-5	0311	<del></del>				
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	Attn: Tess Schoeck						
	LN 1440372 431:2285289-703						
STATE OF O	REGON: COUNTY OF K	LAMATH: ss.					
Filed for reco	and at request of	Aspen Title Co.			the	3rd	day
ofM	<u>arch</u> A.D., 19 _	89 at 10:26	o'clock _	AM., and du	ly recorded in	Vol. <u>M89</u>	,
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