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Deed of Trust

U.S. BANCORP MORTGAGE CO.

555 S.W. OAK PL-5 0311

State of Oregon PORTLAND 0.1-97204 754

Vol. mg Page

LN 1501952

431:2319613-748

SCHOECK

FHA Caso No.

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#### PAIDER CORONA AIS UDSOICLE

amount equal to one or more monthly payments on the principals made, m(5) will o keep said property in as good order and condition as that are next due on the nois, 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, prior to the graditiesta at erest and arge p. Quanter the man be much at another we interest the second arge work-6. To complete or restore promptly and in good work-

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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: in games 5. 103

(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 pavable 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 (4¢) 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 75:19 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.

State of Gragen

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1 .... 4 Sec.

1. Privilege is reserved to pay the debt in whole. or in an circle as a To Protect the Security of This Deed of Trust, Grantor Agrees they now are and not to commit or permit any waste thereof. reasonable wear and tear excepted.

WHIGH I WE WIND

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 commisment 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 fitteen (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 pavable 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 hens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto: to pay all costs, iees, 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.

To do all acts and make all payments required of Grante: 13. and of the owner of the property to make said note and this Deed

338

Page 2 of 4 pages

9383 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

otherwise collect such rents. issues and profits, including those past

operation and collection, including reasonable attorney's fees, upor.

any indebtedness secured hereby, and in such order as Beneficiary

application thereof as aforesaid, shall not cure or waive any default

or notice of default hereunder or invalidate any act done pursuant

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 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

of this Deed of Trust, declining to insure said note and this Deed o.

should the commitment of the Department of Housing and Urban

Development to insure this loan cease to be in full force and effect

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

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

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

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

money of the United States, payable at time of sale. Trustee may

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

fees, and expenses of Trustee and of this trust, including cost of title

evidence and reasonable attorney's fees. in connection with sale.

expended under the terms hereot not then repaid, with accrued

then secured hereby; and the remainder, if any, to the person or

interest at the rate provided on the principal debt; all other sums

Trustee shall apply the proceeds of sale to the payment of all sums

truthfulnness thereof. Any person, including Grantor, or

note and all documents evidencing expenditures secured

Trust, being deemed conclusive proof of such ineligibility), or

for any reason whatsoever. Beneficiary may declare all sums

the National Housing Act within

Housing and Urban Development.

may determine. The entering upon and taking possession of said

property, the collection of such rents, issues and profits and the

said property or any part thereof, in his own name sue for or

due and unpaid, and apply the same, less costs and expenses of

JI-Trust eligible for insurance by Beneticiary under the provisions of the National Housing Act and amenoments 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.

obligation so to do and without notice to or demand upon Grantor

and without releasing Grantor from any obligation hereot. may:

Make or do the same in such manner and to such extent as either

proceeding purporting to affect the security hereof or the rights or

Trustee being authorized to enter upon the property for such

purposes: commence, appear in and defend any action or

may deem necessary to protect the security hereot. Beneficiary or

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

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anse of Gree powers of Beneficiary or Trustee: pay. purchase. contest. or

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compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and in Matt to com

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

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 carthquake, or in any other iccourses a manner. Beneticiary shall be entitled to all compensation, awards and other payments or relief theretor, and shall be entitled at its option to commence, appear in, and prosecute in its own name, any to settlement in any compromise or settlement in

connection with such taking or damage. All such compensation. to the awards, damages, rights of action and proceeds, including the approximation 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 (Martin promps 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 to the see 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 1495 E

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 and any second and of other agreement and the sub of the second s

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 the name the little when the little of Little and

18.

Beneficiary, may purchase at the sale. After deducting all costs. As additional security. Grantor hereby assigns to cormus. Beneficiary during the continuance of these trusts, all rents. issues, \* 1944 -1-21/22.274.44 rovalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Grantor shall 01 198 57 default in the payment of any indebiedness secured hereby or in the ះធានីវីវីវីវីភាពខ្លាំងខ្ performance of any agreement hereunder. Grantor shall have the right to collect all such rents, issues, royalties, and profits earned 22 321 prior to default as they become due and payable. Cataro

pereuner with the same citen as it wrightight build it russes discarged and Trustee to appointed shall be succurring as Trustee

22. Beneficiary may, from time to time, as provided by statute. promess appoint another Trustee in place and instead of Trustee herein

Page 3 of 4 pages

9384

named, and thereupon the Trustee herein named thall be 9384 discharged and Trustee so appointed shall be substituted as Trustee sale under any other Deed of Trust or of any action or proceeding hereunder with the same effect as if originally named Trustee in which Grantor. Beneficiary, or Trustee shall be a party, unless onot to cerant as ince become due and payants 23. This Deed of Trust shall inure to and bind the heirs; to an it as a and be synonymous with, the term "Trust Deed," as used usice, and the set they done to hear at the most of strains legatees, devisees, administrators, executors, successors, and assigns of in the laws of Oregon relating to Deeds of Trust and Trust Deeds. of the parties hereto. All obligations of Grantor hereunder are joint as a Whenever used, the singular number shall include the plural, the and several. The term "Beneficiary" shall mean the owner and poor of plural the singular, and the use of any gender shall be applicable to not named as Beneficiary herein summer of Obros verson rearring to 24. Trustee accepts this Trust when this Deed of Trust, duly 26. As used in this Deed of Trust and in the note. "attorney's executed and acknowledged, is made public record as provided by fees" shall include attorney's fees, if any, which shall be awarded by law. Trustee is not obligated to notify any party hereto of pending Anay be deserved as ins ERVIN ALLEN JR. INC. State as curries tensor (Signature of Grantor, TELSOR SHERRY County of R1 and the new section of every structure of the section ALLEN Signature of Grantor. arconstant voltering na na tradició de lata sea materi 1. the undersigned. Kristi Cit of and Diobaux (pi) bub to 的物物和44的中心中的。 1991年1月1日(1991年) . Bronak SE 1912 (School S Seturation day of a conser Way near substant the hamit 18,80 .hereby certify that on this THE SUERVIN ALLEN JR. CAND SHERRY D. ALLEN personally appeared before me to me known to be the individual described in and who executed the within instrument, and acknowledged that they Vi gua signed and scaled the same as - their therein mentioned free and voluntary act and deed, for the uses and purposes Given under my hand and official scal the day and year last above written. The state Benetie ary cost for marks in right enter to tech C uchening b ifmitt of any sum secure Atray after its 3 • willion ally habing a generalised of future may monne parties als sublets subject storages at futures was used and a subject to the subject of the sub Notary Public in and for the State of Oregon. My commission expires /1 ••• biochoos as as for this set of the 189 Divel werester strengt bug General an entry in the set of the last brack and set only when note has been paid. To: Trustee: The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note. together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder. 12. Soonie ins cromente et ausfont succesi de rateir at o) the siden นายายายนายนก็ได้เหมื 1402013015 1602 Separaty of Hasting and Vite of His including coursel of evenence of this, employ counsel and pay the a recent the fight to approximate the state of the second of the Mail reconveyance to the appende operation it was been proceed anales to যের প্রায়র রয়কেন্ রক্ষানন ి గిలిహికి నిర్మిట the particular Reputation of Secular indiandur ef entuel abberte to be better or substant affetter its 34062 Werterord Branel endulation forta providente presidente presidente entre sono de completion de compromise any chemistrees charge, or her which in the durant marage on al contraction as set show ones when which at State of Oregonacts of Reputionals of Landree bast Language cources of รัฐรัฐการสินสารสารแก่ง เป็นสุรายกระวาย เป็นการการสินสุรสุรภาษาสาร County of more and brighter to allest to allest the scentif action of the addition purposes, commence, pipers in and derend any action of 10 20.48 80.450 I hereby certify that this within Deed of Trust was filed in this office for Record on the approximation of several data and the approximation of the several data and the severa And white many of Record of Mongages of a many states which is and was duly recorded in Book as the states of a state of page County. 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Order No: 21458-K

9385

## EXHIBIT "A" LEGAL DESCRIPTION

Beginning at the Northeasterly corner of Block 72, BUENA VISTA ADDITION, which point is also the Northeasterly corner of Lot 6 of said Block, and running thence South 37 degrees 09' West, along the Westerly line of Harriman Avenue 92.0 feet to the corner common to Lots 5 and 6, thence continuing South 37 degrees 09' West, along said Westerly line of Harriman Avenue 50 feet to the most Southerly corner of Lot 5; thence at right angles North 52 degrees 51' West a distance of 60 feet to a point on the lines between Lots 4 and 5 of said Block 72; thence North 13 degrees 51' East a distance of 54.4 feet to a point on the line between Lots 5 and 6; thence South 52 degrees 51' East along said line between Lots 5 and 6 a distance of 41.9 feet to a point; thence at right angles North 37 degrees 09' East a distance of 62.0 feet to a point on the Southerly line of Prescott Street; thence following said Southerly line of Prescott Street North 89 degrees 31' East a distance of 50.0 feet to the point of beginning, being a portion of Lots 5 and 6 in Block 72 of BUENA VISTA ADDITION, to the City of Klamath Falls, Klamath County, Oregon.

Tax Account No: 3809 029BD 02600

STATE OF OREGON

FHA NO. 431:2319613-748

# RIDER TO DEED OF TRUST

LN 1501952 SCHOECK

9386

Ins	RIDER TO DEED OF TRUST is attached to and made a part of that DEED OF TRUST	•
date		
	GRANTOR ERVIN ALLEN JR. AND SHERRY D. ALLEN	
	TRUSTEE U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION	
	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 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."

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."

3. The following paragraph is added to the Deed of Trust following paragraph 19.

The beneficiary shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the grantor, pursuant to a contract of sale executed not later than 12 months after the date on which this deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

ERVI

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

### LN 1501952 SCHOECK 431:2319613-748

168/E. 'AGA' 21831

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### 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:

operation of law) by Borrower to a purchaser or other transferred (other than by devise, descent or

- (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 <u>Internal Revenue Code</u>; or 120111
  - (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 <u>Internal Revenue Code</u> (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
- 39 10212: Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for this mortgage.

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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.

- -3. 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.
- 4. As provided in Section 143(g) of the <u>Internal Revenue Code</u>, 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 The Housing Agency assumes no obligation to invest any funds so as to increase or even provide an Borrower is not hereby granted any right to claim or maintain any action other than to obtain the Borrower is not hereby granted any right to claim or maintain any action other than to obtain the Housing Agency are compliance with the above stated law.

References are to the <u>Internal Revenue Code</u> in effect on the date of execution of the mortgage, and Suscrivare:deemed to include the implementing regulations 200 the date of execution of the mortgage, a in error to bruch set of the implementing regulations 200 the use books buoks actual date of the implementing the implementation of the imp

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