PORTLAND OR 9/204	Died	of Trust	LN 1508777 SCHOECK
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between HAL D. JOHNSON, JR.	AND DEANA R. JO	HNSON	1 - m89 Page 16
whose address is (Street (and mumbers city) 3	er (Le brobb) 1830-RELLEY: DRIV	a determination of a contract of the contract	as Conne
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the representative interesting has Grantoly iteration	cably Grants, Dargains.	Sells and Conveys to Travers in T	as Beneficiar Frust, with Power of Sala, the Prop-
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Together with all the tenements, hearditums the rents, issues, and profits thereof; Sukjection	t itswever, to the right,	now or mentaliter thereunto belong power, and authority hereinafter	ging or in anywise appertaining, and given to and conferred upon Renefi
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- Law Privilege is reserved to pay the delt in triols, or in an an tunt chial to be de more nouthly travited to the principal chicks and not to commit or permit and condition as that are next due on the note, and the first, and more permit any waste thereof. minurity: Provided however. That written south of an intention to reasonable went and tear excepted. exercise such privilege is given at least thirty (3)) days prior to pre isymiente est al test can et HARE I EXPOSIS
- 2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of raid 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 firs and other hazard insurance on the premises cowered hereby as may be required by again 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 a lies by 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 the the Beneficiary an trust to pay said ground rents, premiums, taxes and special assessments, before the same become deligation; 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 rote.

Any deficiency in the amount of any such apprepate 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 raid within fifteen (15) days from the date of the same is due. Grantor agrees to pay a "late charge" of four cents (4e) for each dollar to 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 nequally made by Beneficiary for ground nents, taxes or ascessments, or insurance premiums, as the case may be, such excess, if the ionn is current, at the option of the Grantor, shall be credited on subrequent 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 pavable, then Grantor shall pay to Beneficiary any amount meessary 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 seemed. hereby. Beneficiary shall, in computing the annount of indebteduess. 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 Ben:ficiary 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 thipsic under said note.

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15. 1 to TaiPrinter: the Socurity of This Deed of Trust, Grantor Agrees

6. To complete or restore promptly and in good work-

- fundatis to the generating on requesting from the quarter since with mainfille manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred theretor, 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 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 elemolish any building or improvement
- 8. To comply with all laws, ordinances, regulations, coverants 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 encombrances, 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, ices, 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

ned, and thereupon the Trustee herein named shall be charged and Trustee so appointed shall be substituted as Trustee eunder with the same effect as if originally named Trustee	ie under any other Deed of Trust or of any action or proceeding a which Grantor, Beneficiary, or Trustee shall be a party, unless trought by Trustee.		
einer with the same and the same to the same of the same and the	25. The term "Deed of Trust," as used herein, shall mean the		
the real place of the control of the later and bind the heirs are and a de-	came as, and be synonymous with, the term and Trust Deeds.		
23. This Deed of Trust shall inure to and bind the heirs, atees, devisees, administrators, executors, successors, and agging atees, devisees, administrators of Grantor hereunder are joint	in the laws of Oregon reading to Decide the plured, the		
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Idea including niengees. Of the note stoutes the			
named as Beneficiary herein.			
24. Trustee accepts this Trust when this Deed of Trust, duly	con about include attorney & ICCS, it ally, water		
	an Appellate Court		
w. Trustee is not obligated to notify any party hereto of pending	Mara 2. Johnson		
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AL D. JOHISON, JR. Signature of Grantor.	The Control of the Control of the State of the Control of the Cont		
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County of Klamath	,hereby certify that on this		
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1, the undersigned. Marlene T. Addington 28th. day of August	19 89 , personally appeared before me		
28th day of August	NICON THE PROPERTY OF THE PROP		
28th. day of Atgust AND DEANA R. JOH HAL D. JOHNSON, JR. AND DEANA R. JOH to me known to be the individual described in and who executed the	and acknowledged that		
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they signed and sealed the some as their	그는 그 그 점점 함께 되었다는 한 번째 가장 하는 것이 되었다.		
	written.		
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of Trust eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and a grees not to do, or cause or suffer to be done, any not 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: a Make or do the same in such manner and to such extent as either a reproperty the collection of such rents, issues and profits and the 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 2181 proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, rurchase, 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, averds 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.
- is a 17.1 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 there to, 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 rusts, all rents, issues, royalties, and profits of the property affective 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. nicht profes ann gu eine en fahinann genig ab abt gegetig un gem to

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- 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 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 months from 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 to three 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 prexpended 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.
- attac (22.) Beneficiary may, from time to time, as provided by statute. an appoint another Trustee in place and instead of Trustee herein



IN 1508777 SCHOECK 431:2321675-703

ADCENDUM 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 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 securor 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
 - (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)(1)); cr appears in Section in Section 143(d)(1)); cr
 - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 170 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Renamue 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 misrapresents a fact that is material with respect to the provisions of Section 143 of the Internal Reviewe Code in an application for this mortgage.
- 2. The Borrower understands that the agreements and statements of fact contained in the Addandum to Residential Loan Application are necessary conditions for granting this loan.
 - 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 [43(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 such payment occurs as a result of the discharge of the indebtedness at, or in advance of, the last exceeds the amount of the cutstanding balance on the Note, the Note will be considered deguals or any excess will be applied against interest due. Nothing in this paragraph creates any express or The Housing Agency assures no obligation to invest any funds so as to increase or even provided, 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 above stated law.

References are to the Internal Rivenue Objetin effect on the date of execution of the mortgage, and are deemed to include the implementing restlations:

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The Borrower understands and agrais that the above provisions and the interest rate set forth in the Note the Borrower uncerstands and agrains that the above provisions and the interest rate set forth in the Borrower 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 10.500 g per annum, and the monthly installment of principal and interest may be increased to 3336.04

NOTICE TO BOURDAER: THIS DOCUMENT SUBSTANTIALLY DOLFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS VOU HAVE READ AND UNDERSTOOD IT THE TO HAVE BEEN TO HAVE BEEN THE HAVE BEEN THE TOTAL I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in this Addendumentary of the control of the following the second of the control of Date: August 28 1989 to the or Establish graduct in any no so the AND THE STATE OF T HAL D. JOHNSON, JR. Berpecker
STATE OF OREGIN - Tion A s. Will you to be us of and a contract. STATE OF OREGON TEMPORAL SECRET 13(1) SS 12 (1) 12 (1) 13 August 28 19 89, before me, the undersigned, a Hotary Public in and for said County and State, personally appeared the within named Hal D. Johnson, Jr., and Deana R. Johnson known to mento be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. ्रवास्ट्राम्बर्गास्य स्थिति । अस्ति स्थिति स्था स्था IN TESTIMONY WHEREOF, I have percento set my hand and affixed by official seal this day and year last above written. Samples of the an order of the property decorations. Hotaffy Public in and for said County and State

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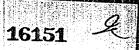
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STATE OF OFIEGON

FHA NO. 431:2321675 703

RIDER TO DEED OF TRUST

LN 1508777

		VOI THUS	SCHOECK
	This RIDER TO DEED OF TRUST is attached to	and made a part of that D	
	datedAUGUS: 28 19, 89, bet	ween	EED OF TRUST
	GRANTOR HAL D. JOHNSON, JR. AN	ND DEANA R. JOHNSON	
	TRUSTEE U.S. BANK OF WASHING	TON, NATIONAL ASSOCIATI	ON
	BENEFICIARY U.S. BANCORP MORTGAG	E CO.	·ON
	1. Paragraph 1 which reads as follows, is o	deleted:	
	"Privilege is reserved to pay the debt in we monthly payments on the principal that a any month prior to maturity: Provided, however is such privilege is given at least the such privilege is given at least the such privilege."	rhole, or in an amount equal re next due on the note, on wever, That written notice of hirty (30) days prior to prepa	THE first day of
	Paragraph 1 is amended to read as follow	ws:	
	"Privilege is reserved to pay the clebt, in wh	nole or in part, on any instalm	ent due data "
	3. The following paragraph is added to the I	Deed of Trust following para	agraph 10
	The beneficiary shall, with the prior approver or his designee, declare all sums secured land payable if all or part of the property is by devise, descent or operation of law) by executed not later than 12 of trust is endorsed for insurance, to a purch in accordance with the requirements of the	val of the Federal Housing (by this deed of trust to be im a sold or otherwise transferra the grantor, pursuant to a co months after the date on w	Commissioner, mediately due ed (other than ontract of sale
		•	
County	F OREGON, y of Klimath record at request of:	L D. JOHNSON, JR.	
A	Apen Witto Co DEAL	Joana R. Solmo NA R. JOHNSON	220
940	29th day of Aug. A.1), 19 89 105 o'clock AM and duly recorded M89 of Mortgages lage 16:145		
Evelyn	Biehr County Clerk By Outstane Sheller day		
Fec. \$3	38:00 Deputy on) (One	-Time MIP)	