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Together with all the tenements, hereditaments, and appurtenance, now or hereafter thereunto belonging or in anywise appertaining, and oter the rents, issues, and profits theriof. Subject I fow tver, to the right, power, and authonity hereinafter given to and conferred upon Beneficurry to collect and apply such rents, issues, and profits. (a) is contracted reprised to the set of the set of the winger To Have and To Hold the same, with the appurtenances, into Trustee, or every broket by the state of the same bala rate of portule particles of Securing Performs are of each agreement of Grantor herein contained and payment of the sum of the DELTATION OF THIRTY SIX THOUSAND ONE HUNDELD, TWENTY 110 AND, NO/100 Dollars (\$ 36, 122, 00). with interest thereon according to the terms of a promissory note, dinted OCCULATION OF THE DEPROCE OCTOBER 27TH 19 89 . b. cl. payable to the Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, being due Tak hale nähr fru ubere denrähr bil bir an statt indere h the one- to four-family programs of the National Housing Act, which require a One-Time Mortgaça Insurance Promium pays tent (including sections 2031b) and (i)) in accordance with the regulations for those programs. Provious Editions Are Obsolete

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AFTER LECORDING RETURN 10: US Bancorp Mortgage Company Stine of Oregon P:0: Bo:r 4113 PE-5

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1. First egess reserved to pay the debt in whole for in an aud zooner of Prothet the Security of This Deed of Trust, Gramor Agrees amount equilito one or more monthly payments on the principal use the tast of a keep said property in as good order and condition as 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 prepayments

with inforces there of a second and so the terms of the provent more

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:

्राज्य तथ त्रार्थ्य त्रार्थ्य त्रार्थ्यच (a) A sum, as estimated by the Beneficiary, equal to the ground reats, if any, and the taxes and special assessments next clue 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 Benzficiary is 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 Eeneficiary 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 du:. Grantor agrees to pny a "late charge" of four cents (4e) 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 payrients 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, texes, and assessments, and insurance premittins, as the case may be, when the same shall become due and rayable, 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, Will otherwise after default. Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquif en the balance then remaining in the funds . accumulated emier (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

they now are and not to commit or permit any waste thereof, raisonable wear and tear excepted.

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sements of propriotion to increase thereas 6. To complete or restore promptly and in good workminlike 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 Heusing 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.

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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.

13. 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 duc, 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. and a manufacture of the second of the second s

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

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Page 2 of 4 pagases

of Trust eligible for insurance by Beneficiary i nder the provisions of the National Housing Act and amendments thereto, and agrees not to do, or cause or suffer to be done, any a st 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 payrient or to do any act as herein provided, then Beneficiary or Trustee, but without oblightion so to do and without notice to or cemand 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 1 may deem necessary to protect the security hereoi. 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 lies which in the y, sign 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 deen necessary therefor. including costs of evidence of title, employ counsel, and pay his reasonable fees.

marco 15. Should the property or any part then:of be taken or damaged by reason of any public improvement or condemnation proceeding. or damaged by fire. or earthquase. or in any other manner. Beneficiary shall be enutled to all compensation. awards and other payments or relief therefor, and shall be entitled at its and 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 in urance 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, dimage, and rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its die 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 payerse the secure

 Beneficiary. Payment of its fees and presentation of this request of Beneficiary. Payment of its fees and presentation of this Deed of Trust and the note tor endorsement (in cast 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 resultion thereon; (c)-join in my subordination or other agreement al feeting this Deed of Trust or the lien or charge thereof; (d), reconvey, without warranty.

The Grantee in any reconveyance may be described as the creater person or persons legally entitled thereto: 1 and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereoi.

interest at the rate provided on the property affected by this Deed of Trusts. Second of any personal property located thereby or in the secured hereby and the remainder, if any, to the person or performance of any agreement hereunder. Grantor shall have the personal back in the collect all such rents, issues, royal tes, and profits earned

pareiu right to collect all such rents, issues, royanes, and promopotein prior, to default as they become due and p typble.time niver all the surg [unstate in abbouter] such de si j cuit à const unstatt ing fortantion i se i unste intere intre a unit inc. 19. Upon any default. Beneficiary may 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

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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 of authorized agent of the Secretary of Housing and Urban Development dated subsequent to three 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 lawfulmoney 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. expended under the terms hereof not then repaid, with accrued

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

Page 3 of 4 pages

named, and thereupon the Trustes herein named shall be discharged and Trustes o annous cheft	Cole under and the second se
hereunder with the unme offere and shall be substituted as Trustee	sele under any other Deed of Trust or of any action or proceeding. in which Grantor. Beneficiery, or Trustee shall be a party, unless
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of the parties hereig All ablight executors of ceepors, and assigns	in the laws of Oregon relating to Double form 1 rust Deed," as used
and several. The term "Beneficiary," shall mean the lowner and the holder. including pled set of the	Whenever used, the singular number shall include the plural, the
holder, including pledges, of the note secured hereby; whether or not named as Beneficiary herein.	¹⁶² plural the singular, and the use of any gender shall be applicable to all genders.
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24. Trustee accepts this Trust when this Detdicf Trust, duly are the executed and acknowledged is made and in	26. As used in this Deed of Trust and in the note, "attorney's
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RIDER TO DEED OF TRUST

LN 1603591 SCHOECK

This RIDER TO DEED OF TRUST is attached to and made a part of that DEED OF TRUST dated OCTOBER 27TH 19, 89 , between GRANTOR __ HUWARD J. BEARDSLEE AND MARSHA S. BEARDSLEE TRUSTEE U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION BENEFICIARY U.S. BANCORP MORTGAGE CO Paragraph 1 which reads as follows, is deleted: 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." Paragraph 1 is amended to read as follows: 2. "Privilege is reserved to pay the debt, in whole or in part, on any instalment due date." The following paragraph is added to the Deed of Trust following paragraph 19. 3. 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 _ 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. STATE OF OREGON. County of Klamath SS. BOWARD J. BEARDSLEE Filed for record at request of: Maskas beaulilie Mountain title co. on this <u>6th</u> day of <u>Nov.</u> A.D. 19 89 MARSHA S. BEARDSLEE at 3:14 o'clock P.M. and (uly recorded in Vol. M89 of Mortgages Page 2.422 Evelyn Biehn Biehn County Clerk By Qarulane Muller de 140 28,00 (One-Time MIP) Deputy.