36385

After recording mail to: U.S. Bancorp Mortgage Company 4915 SW Griffith Drive Suite 220 Beaverton, OR 97005 Attn: Tracy Kiefel Loan #30068806

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FHA Case No.

30624

MTC 25216-LH [Space Above This Line For Recording Data]

State of Oregon

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DEED OF TRUST

431-2569526-748

June 4 THIS DEED OF TRUST ("Security Instrument") is made on The grantor is Mary M. Benterou and Larry J. Benterou

Mountain Title Company ("Borrower"). The trustee is of Klamath County 1.7 · • . .

Town & Country Mortgage

f the State of Oregon

("Trustee"). The beneficiary is

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, and whose which is organized and existing under the laws of 97601 1004 Main Street Klamath Falls, OR address is ("Lender"). Borrower owes Lender the principal sum of

Forty-nine Thousand Two Hundred and One Dollar and NO/100

Dollars (U.S. \$ 49, 201.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced July 1, 2021 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's portnants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and reverse to Trustee, in trust, with the power of sale, the following described property located in Klamath ==-(htt

Lots 1, 2, and 3, Block 2, RAINBOW PARK ON THE WILLIAMSON, TOGETHER WITH an undivided 3/68th interest in Lots 4 and 5, Block 1, in the County of Klamath, State of Oregon, TOGETHER WITH an easement 12 feet wide for ingress and egress purposes over the existing road which begins at German Brown Lane on Lot 5 and extends Northeasterly through the Southern portions of Lots 4 and 5, Block 2, RAINBOW PARK.

Tax account no.: 3407 022CA 01000

This document is being re-recorded to add the second home rider reRECORDED TO CORRECTLY REFLECT ADDITION OF SECOND HOME RIDER TO TRUST DEED PREVIOUSLY RECORDED IN M91 Page 11291.

which has the address of Oregon 97624

222 N. German Brown Lane, Chiloquin [ZIP Code], ("Property Address");

[Street, City],

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except none and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below). (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. PESE e-rold Sadde * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stavens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. 0 REYNOLDS SALLY L. STATE OF XMERICANX County of NEUAd)soctober 15 19 91 This instrument was acknowledged before me on SALLY L. REYNOLDS bv This instrument was acknowledged before me on bv as OFFICIAL SEAL achan KATHLEEN A. RICHARDSON Notary Public for William NOTARY FUELIC CALIFORNIA NEVADA COUNTY /California a 7 Ą thy Consta. Expires Dec. 22, 1992 My commission expires REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid., Trustee TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to . 19 DATED: **Beneliciary** not less or destroy this Trust Dood OR THE NOTE which it socuros. Both must be delivered to the trustee for concellation before reconveyance will be m STATE OF OREGON, ss. TRUST DEED County ofKlamath I certify that the within instrument (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE was received for record on the __22ndday Oct., 19.91., SALLY L. REYNOLDS of 14551 LITTLE HILL LN. at ...9:45 o'clock A. M., and recorded GRASS VALLEY, CA 95945 SPACE RESERVED page 22063 or as fee/file/instru-Grantor CLIFFORD W. NELSON and IRIS NELL NELSON FOR RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of 97601 KLAMATH FALLS, OR Beneficiary County affixed. AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY ...Evelyn.Biehn, County Clerk NAME OF KLAMATH COUNTY By Aulena Wullendere Deputy 4 (4) ⁽) ⁽) ⁽) Fee \$13.00

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