70599 Form 25-6335 c (Home n) Dec. 1976 Revised. Use lonal. Section 1810, Title U.S.C. Acceptable to eral National Mortgage ded February, 1988

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## Vol.mg 3 Page 28744.

OREGON LOAN NUMBER: 4383378 VA LOAN NUMBER: 1H=0245275

## THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument.

11-01-93P01:27 RCVD

ORIGINAL

TRUST DEED

THIS TRUST DEED, made this	26TH	day of	OCTOBER	, 19	93 , between
WALTER R. JONES, JR					, as Grantor,
I IRST AMERICAN TITLE INSURAN	-CE CO.				, as Trustee,
and THE US MORTANCE CORDORATION					as Beneficiary.

WITNESSETH: Grantor irrevocably GRANTS, BARGAINS, SELLS, and CONVEYS, to TRUSTEE IN TRUST, WITH POWER County, Oregon, described as: OF SALE, the property in KLAMATH

FEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING CAPMONET RECENTAS: 7312 REEDER ROAD, REAMATH FALLS, OR 97603.

DETEG THE SAME PREMISES CONVEYED TO AND RECORDED TO THE COUNTY RECORDER'S OFFICE IN DEED BOOK PAGE . THIS IS A LIRGT AND PARAMOUNT MORTGAGE LIEN OF THE ABAY DESCRIBED PREMISES.

la Sing-PREPARED BY: Korrow

Return to: PHH US Mortgage Corp. 6000 Atrium Way Mt. Laurel, NJ 08054

which said described real property is not currently being used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter 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; and all fixtures now or hereafter attached to or used in connection with said real estate, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

USMC 9221-C 7/89 jtr

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of , the device the set of the set o (63, 369, 60) ), with interest

Dollars (\$ thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor,

the final payment of principal and interest thereof, if not sooner paid, to be due and payable on the first day of Sec. - Sec. 9

1 Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such instruction of the construction. prepayment, whichever is earlier

2 Grantor agrees to pay to Beneficiary as trastee (under the terms of this trust as hereinafter stated) 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:

 An installment of the error of the terms of said note, on the first day of each month until said note is fully paid, the following sums:
(a) An installment of the error and rents, if any, and of the taxes and special assessments levied of to be levied against the premises covered by this Trust Deed, and an installment of the premium of premiums that will become due and payable to renew the insurance on the premises covered hereby an another of the premium of premiums that will become due and payable to renew the insurance on the premises covered hereby an another of the premium of premiums that will become due and payable to renew the insurance on the only increase thereby an another of the premium of premium of premium do green the equired by Beneticiary in anounts and in a company of only increase satisfactory to the Beneficiary: Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such anstallments shall be equal respectively to one twelfth (1-12) of the annual around rent, it any, plus the estimated premium of premium of to such instrailments shall be equal tespectively to one twelfth (1-12) of the annual around rent, it any, and of which Grantor is notified) when all installments shall be equal tespectively to one twelfth (1-12) of the annual around rent, it any, and of which Grantor is notified) when all installment already part there for deliver the months that are to elapse before one month prior to the date when act, premium or premiums, and taxes and special assessments before the same become delinquent.
(d) The another to the order to rent, if any, and taxes and special assessments before the same become delinquent. The appreciate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(1) around rents, taxes, special accessments, fire and other hazard insurance premiums;

(1) Listance constructions caves spectra are solution, free link only infinite infinite products product in the note second hereby.
(11) Lassorization of the processed of sud-note.
(11) Assorization of the processed of sub-negate monthly payment shall, unless paid prior to the due date of the next such payment, construct, on event of 5 trult under this Trust Deed.

payment, constitute or work of the index this Trust Deed. 3. If the total of the property much is demonstrated paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiar is a structure for the two energy exception or insurance premiums, as the case may be, achevees may be released, applied is any indeficient or control of the structure of the structure of insurance premiums, as the case may be, achevees may be released, applied is any indeficient or control of the structure of the structure of insurance premiums, as the case may be, achevees may be released, applied is any indeficient of the structure of the structure of the structure of users with terms when the same shall become due and payable, then Grantor shall pay to every such mentality pays actional those of the intervention within thirty (30) days after written note from the Beneficiary stating the anisotries the deficiency, which ratice may be even by much. If at any time Grantor shall tender to Beneficiary, in accordance with the process of the best of the payment of the entities of the deficiency within thirty (30) days after written note from the Beneficiary stating the anisotries the deficiency, which ratice may be even by much fractions, as trustee shall, and computing the amount of the indebted rest of the payment of the entities of the deficiency as trustee shall, and computing the amount of the indebted rest of the payment of the officient of the data of the remaining inder the provisions of (a) of paragraph 2 hereof. If there shall be a deficient of the provisions of the officient of the data of the provisions of (a) of paragraph 2 hereof. If there shall be a deficiency of the provisions of the officient of the data of the provisions of (a) of paragraph 2 hereof. If there shall be a deficiency of the provisions of the officient of the adapted the amount of the provisions hereof, or if the Brother of the provisions of the officient of the adapted to the principal theorem ander (a) of paragraph 2 broce

4 Xt Berefician discrition of provide a late charge" not exceeding four percentain (4%) of any installment when paid more than (it can be day satter the due date theres the case, the extra expense involved in handling definquent payments, but such "late charge" shall not (it can be day satter the due date theres the case, the extra expense involved in handling definquent payments, but such "late charge" shall not (equapable case the case the case the cases the extra expense involved in handling definquent payments, but such "late charge" shall not equapable case the case the case the cases the extra expense involved in handling definquent payments, but such "late charge" shall not equapable cases the case the case the cases the extra expense involved in hereby, unless such proceeds are sufficient to discharge the entire inderredices and cliptement costs and explicitly excured hereby.

## To Protect the Security of This Trust Deed, Grantor Agrees:

5. The protection process and monitoring and property to deside a fractional resources the number of density fractional multiple and inprovement thereon, not to constant or performing waster of such property.

I.o. complete or tests to prompty and an yood and work manifed manner any build ne or in procent it which may be constructed, data end, or destroy of there is and pay when due elecosts or enriced therefore and at the banner construction or part thereof is being obtained for the purpose of thinneric construction of any revenents on and property. Granter tarther ance is and to pursue same with reasonable difference to completion in accordance with plans and peerful to make thereof to beneficially to the purpose of the purpose structure of an exception of any revenents on and property. Granter tarther ance is and property and to pursue same with reasonable difference to completion in accordance with plans and predictions as in tartery to Beneficiary, and the set of the allow Beneficiary to an property and moments of all times.

and processing an one entropy to menericiary, and the totallow Beneficiary to respect and property at all times domain construction. The Entropy of present the total of an attictude construction. The Entropy provides the entropy of the attictude construction is numbered paragraphic control of the accept as true and conclusive all fact, and statements therein, and to all there in historical a.

Telescop (ywith all lawses remances) or clathonse operants. Conditions and restrictions affecting and property.

Conditions and restrictions affecting and property S = Lopprovale and maintain borard insurance, et such type of types an transmist as Boneticiary may from time to the equite, on the improvements now or hereitter on suid premoves, and excipt where provements now or hereitter on suid premoves, and excipt where provements in the order premoving the there does not restrict our of the suite previous the force to the two delivers of prior with the space deliver all premoves the attention and the deliver of policies and to deliver all previous the start of the t-shallow statute and sometiment to Beneticiary of all interpretent premum The amount collected under any five or other the start of policy to the basis placed by Beneticiary of all interpretent premum The amount collected under any five or other the start of policy to the basis placed by Beneticiary of all interpretent policy to the basis placed by Beneticiary of all interpretent policy to the basis placed by Beneticiary of the or other the start of policy to the basis placed by Beneticiary of the or other the start of policy of the and in any boost as Beneticiary of the two starts is excluded by the of Beneticiary deliver of the consistence of the two starts are placed by the test and in any two delivers the consistence of the two starts are placed by the two been bases of the constant by based on the starts are placed by the two the start of the start by the constants are all the starts of the starts of the starts of the two starts of the sta 33 G. 

4. Let ecologitation and a second second second second promotes the term method of a better sets to the provide the control better the providence of the term of the second promotes and promotes before any part of a bit taxe is as a simplify debug interval better any part of the bit and promptly debug interval and the control providence of the provid premiums. Lenses of other charges reverse by Grantor, either pro-direct payment or by providing Benchcier, some briefs with which to make this hippurpoint. Benchciers must at doopt on more payment thereor, and the amount cooping, half once a configuration to be payment the note occured hereby, terether with the order and the instruction the note occured hereby, terether with the order and so described in patientaphs 10 and 10 of the data Decempion is and effectively become aparteenties to consider with the order of without some of any order of and the order of a provident of the data some of any order of a number of the order of the order of the data some of any order of the order of the order of the order of the data some

tor such payments, with interest as aforesaid, the property hereinbe-tere described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and pay-able without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed imme-diately due and payable and constitute a breach of this Trust Deed.

10 To pay all costs, tees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the I notee meurred in connection with or in enforcing this obligation, and trustees and attorney's tees actually incurred.

11. To appear in and defend any action of proceeding por-porting to affect the security hereof or the rights or power's Beneficiary or Frustee, and to pay all costs and expenses, and 12 ng cost of evidence of title and attorney's fees in a real onable sum to ne toyed by the Court, in any such action or proceeding in which Beneficiary or Trustee may once it and to any soil branch re-Beneficiary or Trustee may appear, and m any suit brought by Beneficiary to toreclose this Trust Deed

12 To pay at least ten (10) days before delinquency all assess-ments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property copay, when due, all encambrances, charges and hens with interest, on said property or any part thereof, which at any time appear to be prior or superior bereto; to pay all reasonable costs, test, and expenses of this. This ces, and expenses of this Trust.

tees, and expenses of this Trust. 13 Should Grantor full to make any payment or foldo any act as been provided, then Beneficiary or Trastee, but without only ration to to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may Maley of do the same in such manner and to such extent as either may deem necessary to protect the security nereof. Beneficiary of Trustee terms arithment of the enter upon the property for such putper commences any enclosed does not even the nere such putper protocontexts to a Dissocrapes to choose contexts or the other any supprise beneficial to the even of the context of the superior commence of the technic of the to contact of the section of the even of Beneficial to the protocontext of the section of the section of the even supprise the other protocontext of the section of the section of the superior beneficial to the section of the section of the section of the superior beneficial to the section of the section of the section of the superior beneficial to the section of the section of the section of the superior beneficial whitever and only on the section of the section of highlity, expend whitever and only interactions about the section of the section of evidence of infer and to combine coursel to any beneficial of the section of highlity, expend whitever and only and the section of the sections (14) The max within the two decisions after decision of the section of the section

14 Lo pay within theirs. As senses after decision of some prop geogenerated recondency. Beneficiary of Eristee, with interest are date of experiditure at the rate providing of in the principal date of experiditure at the rate providing of in the principal indebtedness, and the repayment thereof shall be secured hereby.

15. Granter actives to de all acts and make all payments enanted of Granter and of these erer of the projectly to make said note analise. From Descherardischer partaits of restance under the projection solution and of these erers of the projectly to make said erers and solution and solution of the solution of solution and grees better because some other provider of the value of solution and grees instance the conservation of the provider of the solution of which east such a solution of the provider of the solution of the solution of the solution of the solution of the provider of the solution of the

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