LN# 48-48-7-0002355

PM# 270601

## NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument.

THIS TRUST DEED, made this

3rd

day of Sentember . 19 98

. hetween

Ronald D. Cornelison and Debra L. Cornelison, husband and wife . as Grantor.

TRANSNATION TITLE INSURANCE COMPANY

. as Trustee.

and

SECRETARY OF VETERANS AFFAIRS

. as Beneficiary.

WITNESSETH: Grantor irrevocably Grants, Bargains, Sells, and Conveys, to Trustee in Trust, With Power Klamath County, Oregon, described as: OF SALE, the property in

> Lots 23 and 24, CREGAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Account No: 3909-007BC-02500

Code No: 007 Key No: 535576

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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:

AFTER RECORDING RETURN TO: Veterans Administration 1220 SW 3rd. Room 1255 Portland, OR 97204

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Granter herein contained and payment of the sum of

FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100 - - - - Dollars (\$ 45,500.00- - - ), with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grentor. Ronald D. Cornelison and Debra L. Cornelison, husband and wife the final payment of principal and interest thereof, if not sooner paid, to be due and payable on the first day of October

- 2028. 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 prepayment, whichever is earlier.
- Grantor agrees to pay to Beneficiary as trustee (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:
  - (a) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this Trust Deed; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary in amounts and in a company or companies satisfactory to the Beneficiary Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such installments shall be equal respectively to one-twelfth (½) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by Beneficiary, and of which Grantor is notified) less all installments already paid therefor, divided by the number of months that are to clapse before one month-prior to the date when such premium or premiums and taxes and assessments will become delinquent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums, and taxes and special assessments before the same become delinquent.
    (b) The aggregate of the amounts navable norsuant to subbargarranh (a) and hose navable on the nate secured hereby
  - he aggregate 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:
    - (I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
    - (II) interest on the note secured hereby;
    - (III) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such payment, constitute an event of default under this Trust Deed.

- next such payment, constitute an event of default under this Trust Deed.

  3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary as trustee for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary as trustee on subsequent payments to be made by Grantor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Grantor shall pay to Beneficiary as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from the Beneficiary sating the amount of the deficiency, which notice may be given by mail. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary as trustee shall, in computing the amount of the indebtedness, credit to the account of Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of (a) this Trust Deed and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default. Beneficiary as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.
- 4. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

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

- 5. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
- 6. To complete or restore promptly and in good and work-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 implements. further agrees:
- (a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) to allow Beneficiary to inspect said property at all times during construction. 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. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
- nants, conditions and restrictions affecting said property.

  8. To provide and maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has herelofors been made under (a) of paragraph 2 hereof, to pay promptly when due any premiums therefor; and to deliver all policies with loss payments the teneficiary, which deliver shall constitute an assignment to Beneficiary, which delivery shall constitute an assignment to Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any set done pursuant to such notice.

  9. To keep said premises free from mechanics' liens and to
- or invalidate any act done pursuant to such notice.

  9. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be sevied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note accured hereby, together with the obligations described in paragraphs 10 and 11 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without walver of any rights arising from breach of any of the coverants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Gran-

- tor, 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 payable without notice, and the nonpayment thereof shall, at the option of the Bene-ficiary, render all sums secured by this Trust Deed immedi-ately due and payable and constitute a breach of this Trust Teed.
- 10. To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustee Incurred in connection with or in enforcing this obligation, and trustees and attorney's fees actually incurred.
- 11. 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 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the Court, in any such action or proceeding in which Reneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Trust Deed.
- 12. To pay at least ten (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 liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all reasonable costs, fees, and expenses of this Trust
- of this Trust

  13. 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: Make or do the same in such manner and to such extent as either 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 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 lien which reasonably appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts are reasonably necessary therefor, including cost of evidence of title, and reasonable counsel fees.
- 14. To pay within thirty (30) days after demand all sums properly expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided for in the principal indebtedness, and the repayment thereof shall
- 15. Grantor agrees to do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or insurance under the provisions of Chapter 37. Title 38, United States Code, and agrees not to de, or cause or suffer to be done, any act which will void such guaranty or insurance Juring the axistence of this Trust Deed.

It is Mutually Agreed That:

It is MUTUALLY AGREED THAT:

16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by first or earthquake, or in any other manner, geneficiary shall be entitled to all compannation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and proceeds in its own rame, any action or proceeding, or to make any compromises 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 fare and other insurance affecting said property, are herefore assigned to Beneficiary, who may after deducting therafrom all its expenses, including reasonable actionsy's fees, apply any moneys to received by it, at its option, either to the restoration of the damaged premises or to the reduction of the indebtedness. Grantor agrees to execute such further assignments of any compensation, award, damage, and right of action and proceeds as Beneficiary or Trustee may require.

17. That upon the request of the Beneficiary the Grantor

action and process as Beneficiary or Trustee may require.

17. That upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorised hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Beneficiary and Grantor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the Beneficiary, in the note first described above.

18. By accepting payment of any sum secured hereby after

18. 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 so to pay.

19. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

20. Should proceedings be instituted to register title of said property under any Land Title Law, Grantor will pay upon demand all sums expended by Trustes or Beneficiary, including reasonable attornay's fees, and forthwith deliver to Beneficiary all evidence of title.

siciary ell evidence of title.

21. At any time and from time to time upon written request of Beneficiary, payment of its faes and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and rentent (in case of full reconveyance, for cancellation and rentention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (o) concent to the making of any map or plat of said property; (b) join in graining any essement or creating any restriction thereon; (c) Join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereon; (d) reconvey, without warranty, sil or any part of the proparty. The Graintee 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 thereon. Trustee's fees for any of the sarvices mentioned in this paragraph shall be \$5.

proof of the trushtulness thereof. Trustee's less for any of the sarviess mentioned in this paragraph shall be \$5.

22. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed 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 cellet all such rents, issues, royalties, and profits sarned prior to default as they become due and payable, save and excepting rents, issues, royalties, and profits arising or accreting by reason of any oil, gas, or minaral lease of said property. If Grantor shall default as aforeald, Grantor's right to collect any of such moneys shall crass and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any mannar affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing herein contained shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tanancy, lease or option.

such tenency, lease or option.

23. Upon any default by Grantor hereunder, 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 and take possession of said property or any part thereof, in its own mame, sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, leas costs and expenses of operation and collection, including reasonable attorney's fees, upon the indebtedness secured hereby, and in such order as Bernsiciary may determine.

Benniciary may astermine.

24. The entering upon and taking possession of said property, the collection of such rents, issues, and profits or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage to the property, and the application or release thereof as aforesaid, shall not cure or waivs any default or notice of default hereunder or invalidate any act done pursuant to such notice.

25. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement here-

under, Benuficiary may declare all sums secured hereby imnediately due and payable by delivery to Trustee of written
notice of default and election to sell the trust property, which
notice Trustee shall cause to be duly filed for record. If
Deneficiary desires said property to be sold, it shall deposit
with Trustes this Trust Dasd and all promiseory notes and
documents evidencing expenditures secured hereby, whereupon
the Trustee shall fix the time and place of anle and give notice [NITIAL
thereof as then required by law.

the Trustee shall fat the time and place of anie and give notice MITIAL thereof as then required by law.

26. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 2002-20 pay the active amount then due the privileged by ORS 2002-20 pay the active amount then due thereby, other than such portion of the principal as would not then be due had no default occurred, the Grantor or other person making such payment chall also pay to the Beneficiary all the of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and attornary's fees not exceeding \$\pi\otimes if actually incurred, \$2.50

27. After the lapse of such time as may then be required by law following the recordation of said notice of default and the giving of self notice of said, Trustee shall leaf and property at the time and place fixed by it is said notice of said. MITIAL sit may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of said. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property os sold, but without any covenant or warranty, express or implied. The recitals in this Trust Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the saile.

28. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee (2) to the obligation secured by this Trust Deed; (3) to all persons having recorded Hens subsequent to the interest of the Trustee in this Trust Deed as their interest of the interest of their priority; and (4) the surplus, if any, to the Grantor or to his/her successor in interest entitled to such surplus.

to such surplus.

23. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any Trustes named herein or to any successor Trustes appointed hereunder. Upon such appointment, and without conveyance to the successor Trustes, the latter shall be vested with all title, powers and duties conferred upon any Trustes herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is attusted, thall be conclusive proof of proper appointment of the Successor Trustee.

SO. (a) The waiver by Trustee or Beneficiary of any de-

30. (a) The waiver by Trustee or Beneficiary of any default of Grantor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults subsequently occurring.

(b) The pleading of any statuts of limitations as a defense to any and all obligations secured by this Trust Deed is hereby waived, to the full extent permissible by law.

hereby waived, to the full extent permissions by law.

\$1. (a) In addition to any of the powers or remodes conferred upon the Trustes and the Beneficiary or either of them under this instrument, the Trustes and Beneficiary jointly, or either, and bring an action in the proper court for the foreclosure full instrument as a mortgage, upon default, and upon proper proof obtain all the remedies in such action that are given by any statuts or other law of the State of Oregon.

(b) No power or remedy herein conferred is exclusive of, or shall prejudice any other power or remedy of Trustes or Beneactory.

(c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by op-

32. If a final decree in favor of plaintiff is entered in a suit brought to forecless this Trust Deed, it may include a reasonable attorney fee as provided in the note secured hereby, but not in excess of the amount actually paid or unconditionally incurred by the proper plaintiffs.

incurred by the proper plainurs.

33. This Trust Deed shall inure to and bind the hairs, legates, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of the Grantor herunder are joint and several. The term "Beneficiary" shall mean the owner and helder, including pledgess of the indebt-chiese secured hereby, whether or not named as Banefeiary herein, and whather by operation of law or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. all genders.

all genders.

84. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law: Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

85. If the bedshadness seemed hereby he seemented on law.

be a party, unless brought by Trustee.

35. If the indettedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the data hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title and Regulations are hereby amended to conform thereto. to conform thereto.

86. This Trust Deed shall be construed according to the laws of the State of Oregon.

**Seives** 

SEP-03-1998

P.18

## VA ASSUMPTION POLICY RIDER

## NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 3rd day of September 19 98, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to SECRETARY OF VETERANS AFFAIRS ("Mortgagee") and covering the property described in the Instrument and located at:

3006 Emerald St. Klamath Falls, Oregon 97601

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree to the following:

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established either pursuant to the provisions of section 1814 of chapter 37, title 38, United States Code, or by the loan holder if the loan has been sold without recourse.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) <u>ASSUMPTION FUNDING FEE:</u> A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable to the Veterans Administration at the time of transfer. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument and shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, the full indebtedness shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b). The assumer is not obligated to pay this fee if the Veterans Administration has sold this loan without recourse.
- (b) <u>ASSUMPTION PROCESSING CHARGE:</u> Upon application for approval to allow assumption of this loan, a processing fee may be charged by the mortgagee or its successors or assigns for determining the creditworthiness of the assumer and subsequently revising the ownership records when an approved transfer is completed. The amount of this charge shall not exceed \$300.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

Ronald D. Cornelison		Debra L. Cornelison				
STATE OF OREGON: COUNTY OF F						
Filed for record at request of	AmeriTit	:le		the	4th	dav
of <u>Sept</u> A.D., 19			M., and duly rec Page 32854	orded in Vol.		ua
FEE \$30.00		в	Bernetha G. I	etsch, Count	iy Clerk	

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