18677

WHEN RECORDED MAIL TO FIRST NATIONAL BANK OF OREGON P. O. Box 1936 Klamath Falls, Oregon 97601

vol. <u>M76</u>Page

SPACE ABOVE THIS LINE FOR RECORDER'S

TT #38-11304

RE-92 0.75.

DEED OF TRUST

 THIS DEED OF TRUST is made this.
 8
 day of
 SEPTEMBER

 19...76 among the Grantor, JOSEPH L., ROGERS AND, KAREN B., ROGERS

 HUSBAND, AND, WIFE
 (herein "Borrower"),

 TRANSAMERICA FITLE COMPANY
 (herein "Borrower"),

 TRANSAMERICA FITLE COMPANY
 (herein "Crustee"), and the Beneficiary,

 FIRST NATIONAL BANK OF OREGON
 a corporation organized and

 existing under the laws of THE UNITED STATES OF AMERICA
 whose address is

 13QQ SW 5TH PORTLAND, OREGON
 (herein "Lender").

LOT 8 IN BLOCK 6 OF TRACT NO. 1063, THIRD ADDITION TO VALLEY VIEW, KLAMATH COUNTY, OREGON.

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TOGETHER with all the improvements now or hereafter crected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

OREGON-1 to 4 Family-6/75*-FNMA/FHLMC UNIFORM INSTRUMENT

Purson Contracts. Borrower and Lender covenant and agree as follows:
Particular descent of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the funder on the Note, preparament and late charges as provided in the Note, and the principal of and interest on the funder on the day monthly installments of principal and interest are payable monte which may taking principal and interest. Borrower shall pay funder shall prove this bed of Trust and ground runs on the transmost of principal and interest are payable monte which may taking priority over this pay of the basis of assessments and bills and reasonable estimates the More, unlit the Nore and the principal and from the sam (frem "Fund") equal to one-twelfind or mortgage insurance, if any, all as reasonably estimated initially and from the sam (frem if Lender is such an institution). Ender shall apply the Punds to pay analyzing said account or verifying and compiling said assessments and bills and reasonable estimates threed. The Hunds to pay analyzing said account or verifying and compiling said assessments and bills and reasonable estimates in the funds to pay analyzing said account or verifying and compiling said assessments and bills and reasonable estimates in the funds to a soft and explores to the Funds and the principal of an and interest on the funds to the funds to the funds to the funds to pay and explore the sums exercised. The Funds shall not be regulated to a prove the shall contained and the another to reasonable estimates in the funds. Interest the sums exercise the sum exercise to the funds to the funds that and the principal of all sums exercises to exercise of the sums exercise to the funds that the sum exercise to the funds that the funde to a sum the sum exercise to exercise of the sum exercise to the sum exercise to the sum exercise to the funds that the funde

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insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly we prompt

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss in the index presented by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust would be impaired. If such restoration or repair is economically feasible or if the security of this Deed of Trust would be impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired. If such restoration or repair is not economically feasible or is to exert within 30 days from the to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the sale or acquisition shall pass to Lender to the secure of the security form damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the same secured by this Deed of Trust immediately prior to such sale or acquisition.

or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.
 6. Preservation and Maintenance of Property; Leascholds; Condomisiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leaschold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the Deed of Trust is on a unit in a condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.
 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this undult to comment, you can be added to the secure of the interest in the Property including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sustain a dentry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan'secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such it as is necessary to protect Lender's interest, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's o

any action nercunder. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's nterest in the Propercy.

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Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any mation or other taking it the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lende sums secured by this Deed of Trust

14006

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, In the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds of as is equal to that proportion which the amount of the sums secured by this Deed of taking, with the balance of the proceeds paid to Borrower.

taking bears to the fair market value of the Property initiculately plan to the case of an angle paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installements.

10. postpone the due due of the motionly instantients refered to in paragraphs 1 and 2 neteor of change the attount of such installments.
10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence the by this Deed of Trust yranted by the original Borrower's successors of any demand made by the original Borrower's successors in interest.
11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercise of any such right/or remedy otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right/or remedy.
12. Remedies Cumulative. All remedies provided in this Deed of Trust.
13. Remedies Cumulative. All remedies provided in this Deed of Trust.
14. Remedies Cumulative. All remedies provided in this Deed of Trust.

12. Remedies Cumulative: All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed, of Trust or alforded by law or equity, and may be exercised concurrently, independently or successively.
 3. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower shall be joint and several. The captions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions of the provisions hereof.
 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to The ary notice required under applicable law to be given in such address state herein or to (b) any notice to Lender shall be given by mailing such notice by certified mail addressed to Borrower and the Property Address or at such other address as Borrower may designate by notice to Lender a ddress stated herein, and the Property Address tatel herein or to (b) any notice to Lender shall be given by corrifed mail, return receipt requised, to Lender's address stated herein or to (b) any notice to Lender of the shall be given by corrifed mail inform security instrument covering real/property. This Deed of Trust shall be governed by the law of the inrisofermic uniform security instrument for and non-uniform covenants with limited variations by jurisdiction to consitute a uniform security instrument overeing real/property. This Deed of Trust and the Note are declared to be severable.
 16. Borrowers Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust shall be governed by the law of the pursidiction in which the Property is located.
 17. Transfer of the Property is shall be given by cartified mail address (c) a transfer the trecordation hereof.
 17. Transfe

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 18. Acceleration; Remedies, Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable aw. Lender shall be entitled to collect all reasonable costs and expenses incurred in parsuing the remedies provided in this margraph 18, including, but not limited to, reasonable attorney's fees. margraph 18, including but not limited to, reasonable attorney's to be sold, and shall cause such notice to be recorded in ach county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of manner prescribed by applicable law to Borrower and under the term

public amouncement at the time and place of any previously scheduled sale. Letter of tottlet states
Property at any sale.
Trustee shall deliver to the purchaser Trustee's deed shall be prima facie evidence of the truth of the statements made expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made entered.
Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable crosss and expenses of the sale in the following order: (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.
by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.
19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, and (c) the excess, if any, to the person or persons legally entitled thereto.
Borrower's Right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust, the Note and notes securing Future Advances; if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c)
(b) Borrower pays all reasonable expenses incurred by Lender and Trustee's remedies as provided in paragraph 18 hereof, contained in this Deed of Trust; and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require including, but not limited to, reasonable attorney's fees; and (d) Borrower solut and borrower's obligation to pay the sums to assure that the lien of this Deed of Trust; Lender's interest in the Property and B

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secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. **20.** Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including the. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable autorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. **1 Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust when evidenced by this Deed of Trust. Lender shall receive the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust. **28. Ceconveyance.** Upon payment of all sums secured by this Deed of Trust. Lender shall request Trustee to reconvey the Property without warranty and without charge to the person or persons legally entitled there. **29. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20.**

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Joseph L. Kagers..... Joseph L. ROGERS Karen B. Rogers.... KAREN B. ROGERS

the foregoing instrument to be THE IR voluntary act and deed.

(Official Seal) My Commission expires: MUMANG.

Date:

Gaul Grunden

Before me:

with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

(Space Below This Line Reserved For Lender and Re

STATE OF OREGON; COUNTY OF KLAMATH; 55 Filed for record at request of <u>Transamerica Title Co.</u> this <u>Sth</u> day of <u>September</u> A: D. 19 <u>76</u> at ... o'clock A M. and duly recorded in Vol. <u>M76</u> of <u>Mortgages</u> on Page 14004 WE D. MILME, County Cia By Darally Declare

Fee \$ 12.00

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WHEN RECORDED MAIL TO FIRST NATIONAL BANK OF OREGON TT #38-11304

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