L#111-0243-02-1-1 T/A#3812534

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WHEN RECORDED MAIL TO

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Security Savings & Loan 222 South 6th Street Klamath Falls, Oregon 97601 Vol. 11 rage 8167

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this 6th day of May.

19. 7? among the Grantor, FRANK. GEFFREY MARX AND PORTIA. C. MARX, Husband (herein "Borrower"), and the Beneficiary, D.L. HOOTS (herein "Trustee"), and the Beneficiary, security Savings and LOAN ASSOCIATION (herein "Trustee"), and the Beneficiary, whose address is (existing under the laws of Oregon (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath....., State of Oregon:

The following described real property situate in Klamath County, Oregon, being a portion of Lot 28, Block 3, Tract #1120, SECOND ADDITION TO EAST HILLS ESTATES and more particularly described as follows:

Beginning at a point which is South 00° 21° 05" East, 124.32 feet from the Northwest corner of said Lot 28, Block 3; thence continuing South 00° 21' 05" East, 260.85 feet to the Southwest corner of said Lot 28; thence North 84° 22° 25" East, 506.26 feet to the Northerly beginning of the Cul-de-sac of Kimberly Court; thence North 29° 56' 32" East, 110.00 feet; thence North 47° 50' 02" West, 159.49 feet to the Southeast corner of Lot 5, Block 3, Tract #1103, East Hills Estates; thence along the Southerly line of said Tract #1103; North 48° 43' 56" West, 130.38 feet; West 136.65 feet; South 24° 49° 43" West, 85.03 feet; to the most Southerly corner of Lot 1, Block 3 of said Tract #1103; thence East 171.77 feet to the point of beginning.

which has the address of (6727). Kimberly Court, Klamath Falls., Oregon. 97601..,
[Street] [City]

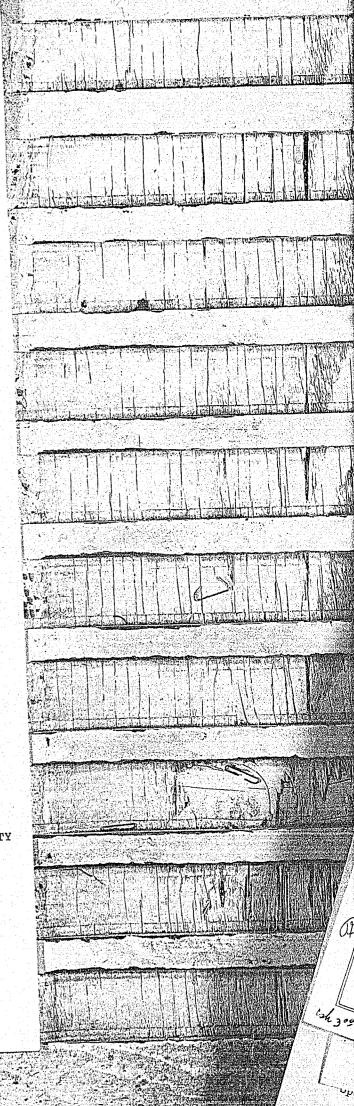
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected 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 seised 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

30-FHLMC-OREGON-AS & AS, Inc



Uniform Covernments. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly my when due the principal of and interest on the indebtedness evidenced by the Note, predict of Frust.

2. Fund for Traxes and Insurance. Subject to applicable law or to a skit mode the Note, and the principal of and interest and the Covernment of the Cov

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or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a and shall comply with the provisions of any lease if this Deed of Trust all of Borrower's obligations under the declaration or covenants creating or governing the 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

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 Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry 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 time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at the highest rate such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate premissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

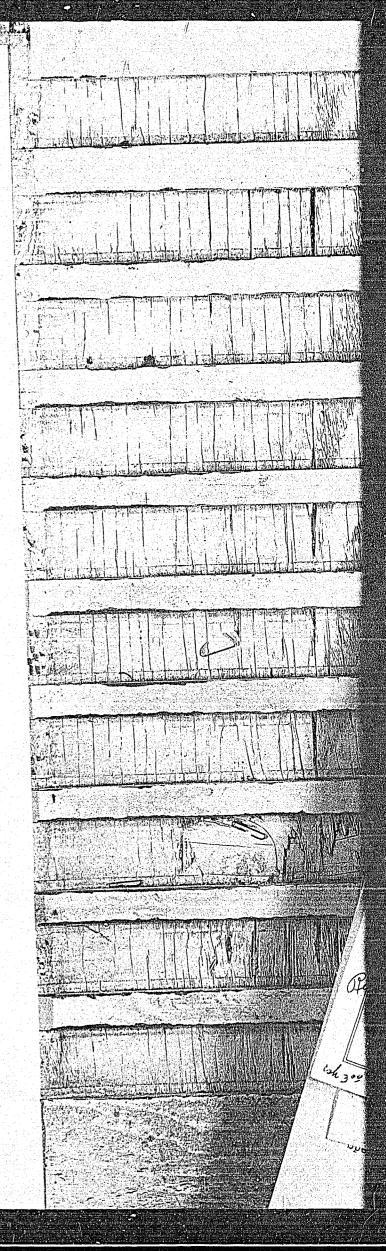
8. Bernedton, Lender may make or cause

permissible under applicable have treating entering any action hereunder.

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 interest in the Property.

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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. Property, the proceeds shall be applied to the sums secured by this Deed of Trust,



9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any demnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned shall be paid to Lender.

condemnation or other taking of the Property, or part thereof, or said 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 event of a total 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 with 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 and Lender of the sums secured by this Deed of Trust immediately prior to the date of as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking, with the balance of the proceeds taking bears to the fair market value of the Property immediately prior to the date of taking, with the condemnar offers to make

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured to Borrower and Borrower and 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 proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearnuce by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's Tient to accelerate the maturity of the indebtedness secured by 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 afforded by law or equity, and may be exe

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 afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Linhility: 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, contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to lender provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail address stated herein, and the Property Address or at such other address as Borrower may designate by notice to Lender's address stated herein or to (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to (b) any notice to Lender shall be given by mailing such notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this provision of the same provided provided for the such address of the such address of the such address of trust and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument national use and non-uniform covenants w

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

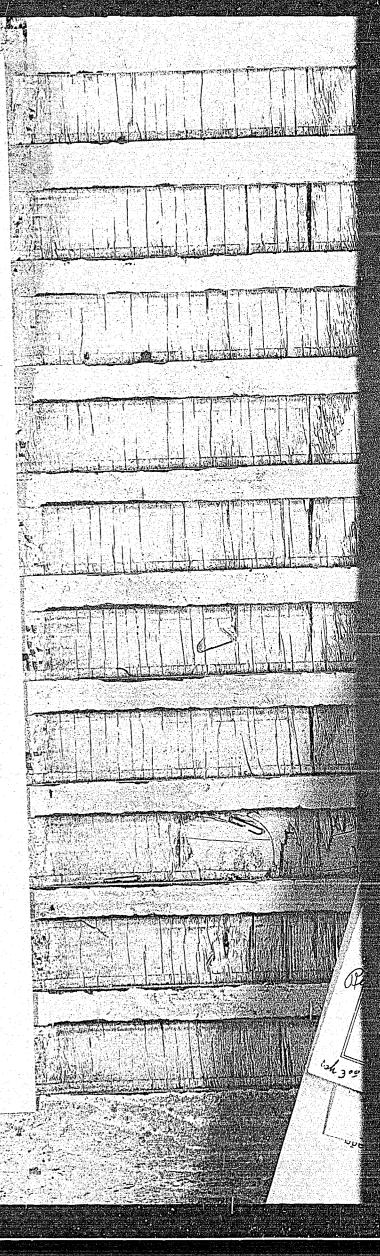
18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the 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 notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice may result in acceleration of the sums secured by this Deed of Trust on the acceleration 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 at 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 law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each 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 to Borrower and to the other persons pr

Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the 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 therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured 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 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 or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) 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, contained in this Deed of Trust and in enforcing Lender's 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



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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 those past due. 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 attorney'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.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all costs of recordation, if any.

23. Substitute Trustee.

IN WITNESS WHEREON			4		
		Frank	Deolly	y han	—Borrower
발표를 개통한 얼마를 다		Frank, Gest	frey Marx	7	Borrower
		Tosta	C. Ma	.vX	
		Portia C.	Marx		—Borrower
TATE OF OREGON,	Klamath		County ss		
On this	?day of!	1ay	, 19. 77. , po	rsonally appeared	the above named
Frank Geffrey Ma	ırx & Portia (. Marx		aı	nd acknowledged
he foregoing instrument to	be their	voluntary act and	deed.		
Official Seal)		Before me:	$\sim il$!/` /	
official Seal) My Commission expites:	1/1/80	Sona	12 W	at 12	
The second secon		9.700	Notary Pu	blic for Oregon	
PUDLY &					
To Trustee: C	REQUES	T FOR RECO	VEYANCE		
TO TRUSTEE: C 📉 📉					or notes together
The undersigned is the	ne holder of the note of	or notes secured l	by this Deed of	You are hereby	directed to cancel

with all other indebtedness secured by this Deed of Trust, have been paid in full. You are he 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,

STATE OF OREGON; COUNTY OF KLAMATH; ESTATE

Total for record at request of __TRANSAMERICATITLE A. D. 19 77 of _ o'clock AA' or d mis __llth doy of __May_ ___ on Page 8167 duly recorded in Vol. M77 WE D. MILNE, Courdy Clark FEE \$ 12.00

L#111-0243-02-1-1 T/A#3812534

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WHEN RECORDED MAIL TO Security Savings & Loan Vol. 11 Page_ 816?

