1-112 Vage 1182.7

WHEN RECORDED MAIL TO

Security Swings & Joan 222 South eth Strept danath Palls, Orthon 97601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this	day of Jany. Online and brings Dalver hupbage and wile. Onem "Borrower")
D. L. MOOTS. SECURITY SAVINGS AND LO	(herein "Trustee"), and the Bencherary AN. ASSOCIATION a corporation organized and whose address is
222 South Sixth Street Klamath Falls, Ore	gon 97.604 (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

The following described real property in Klamath County, Oregon:

The South 107.95 feet of the following described tract:

A piece or parcel of land situate in the SEZNWZ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the Easterly boundary of that parcel conveyed at page 5894 of Volume M-69 of the Klamath County Deed Records from which the monument marking the center quarter corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, bears South 0° 51' West 657.1 feet distant and the Northeasterly corner of south o st west os. I feet distant and the mortheasterly con said parcel bears North 0° 51' East 182.0 feet distant; thence North 87° 41' 20" West 157.9 feet to a point; thence South 16° 59' North of West 50.75 feet to a point; thence along a circular curve to the left (which has a radius of 19.5 feet, a central angle of 94° 00' 00" and a long chord which bears South 49° 38' 30" West 28.6 feet) a distance of 32.00 feet to a point; thence South 2° 38' 30" West 74.5 feet to a point; thence along a circular curve to the right (which has a to a point; thence along a central angle of 22° 01' 40" and a long chord radius of 100.5 feet, a central angle of 22° 01' 40" and a long chord which bears South 13° 39' 20" West 38.40 feet) a distance of 38.45 which beers south 13 39 20 west 30.40 reet) a distance of 30.43 feet; thence along a circular curve to the left (which has a radius of 74.5 feet, a central angle of 27° 10' 20" and a long chord which bears South 18° 52' 05" West 15.06 feet) a distance of 15.00 feet to the Easterly boundary of Campus Drive as the same is presently located and constructed; thence along said boundary on a circular curve to the right (having a radius of 1004.93 feet, a central angle of 1° 11' 20" and a long chord which bears South 3° 50' 50" West 20.87 feet) a distance of 20.89 feet; thence South 87° 49' East 210.13 feet to-a point tance of 20.89 feet; thence South 87° 49' East 210.13 feet to-a point on the Easterly boundary of said parcel conveyed at page 589% of Volume M-69 of Klamath County Deed Records; thence North 0° 51' East along the Easterly boundary of said parcel 215.9 feet, more or less to the point of beginning.

EXCEPT the East 100 feet thereof. the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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.

which has the address of 2580 Canou	s brive, Ale	math Mails, S	preces 2/594		
The state of the s	[Street] .	•	[Ci*y]		
(herein "Property Address");					
(State and Zip Code)					

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":

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. June 30, 1977. (herein "Note"), in the principal sum of TETPTY MODESAND AND AO/100----- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1932. (the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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.

Unitorial Covenants. Bottower and Lender coverant and arrive as follows.

1. Payment of Principal and Interest. Bottower shall promptly pay when the the principal and interest or the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest or on any future Advances secured by this Doed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable has or to a written waiver by Lender, Bottower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note until the Note in pand of the same therein "Funds") equal to one twelfth of the yearly taxes and assessments after that the note installments for property, if any, plus one twelfth of yearly premium installments for mortgage meatrance if any, all as reasonably estimated notally, and from time to time by Lender on the basis of assessments and bills and trasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are morted or guaranteed by a Leider d or state agency trachiding Lender it Lender is such an institution. Lender shall apply the Linds, analyzing and a count or verifying and compiling said assessments and bills, indies Lender pays Botrower interest on the Linds, analyzing and a count or verifying and compiling said assessments and bills, indies Lender pays Botrower interest on the Linds and applicable has requires such interest to be paid, Lender shall not be required to pay Borrower interest on the Linds and applicable has requires such interest to be paid. Lender shall not be required to pay Borrower and unless such agreement is made of applicable has requires such interest to be paid, Lender shall not be required to pay Borrower and and additional security for the sams secured by this Doed of Trust.

If the amount of the Funds held by Lender, together with the interest monthly installments of Lands payable prior to the dates of town recomments.

small give to florrower, without charge an annual accounting of the Funds chowing stadts and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sams secured to this Deed of Trust.

If the amount of the Funds held by Lender, together with the intane monthis installments of Lands, payable prior to the due dates of taxes, assessments, ansurance premiums and ground tents, shall exceed the amount required to pay and taxe assessments, insurance premiums and ground tents as they fall the such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthis installments of Lands. If the amount of the Land held by Lender shall not be sufficient to pay taxes assessments in marke premiums and ground tents as they fall due Borrower shall pay to Lender any amount necessary to make up the deficience within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereot.

Upon payment in tall of all sums secured by this Deed of Trust, Lender shall promptly retund to Borrower any Landheld by Lender. It under paragraph 18 hereof the Property is sold or the Property is otherwise accounted by Lender. Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Enads held by Lender its at the time of application as a credit against the sums secured by this Deed Crist.

3. Application of Payments, Unless applicable law provides otherwise, all payments received by Lender insert the Note and paragraphs 1 and 2 hereof shall be applied by Lender its in payment payable to Lender insert and principal on any Finture Advances.

4. Charges, Liens, Borrower shall pay all taxes, assessment, and other charges fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, it any, in the manner provided moder paragraph 2 hereof or it not paid in such manner by Borrowe

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 a not made promptly.

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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 teasible and the security of this Deed of Trust not thereby impaired. If such restoration or repair is not economically teasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower tails 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 may expend

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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest or Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale 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.

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: 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 and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. It 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, 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 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 entorcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender a Lender's option, upon notice to Borrower, may make such appearances, disburse such 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 am

any action nereunder.

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.

9. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, of for conveyance in her 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 Doed of Trief 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 Doed of Trief such proportion of the proceed as is equal to that proportion which the amount of the sums secured by this Doed of Trief numerical taking with the balance of the proceed taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceed paid to Borrower.

Paid to Borrower.

If the Property is abandoned by Borrower, of it, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages. Borrower tails to respond to Lender within 50 days after the day and rooted mailed. Lender is authorized to collect and apply the proceeds, it Lender's option, eather to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise antee in writing, any such application of proceeds to principal shall not estimate or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or charge the anyoning such installments.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the time of active by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not be required to contained the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to contained proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sire secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in order a secured by the Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in order a secured by Lender Not a Waiver. Any torbearance by Lender in exercising any right or remedy hereander of the procurement of insurance or the payment of taxes or other liens or charges by Fender shall not be a waiver of Lender right 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 are other right or remedy under this Deed of Trust or afforded by law or equity, and may be energiced concurrently, independently successively.

12. Remedies Cimulative. All remedies provided in the Deed of This and element and compilative to any other scene or remedy under this Deed of This and elements and compilative. All remedies provided in the Deed of This and elements and continued to any or equity, and may be extracted concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability: Captions. The extrematis and agreements begin to the provisions of paragraph 17 heretor. All covenants and agreements of Bostrower shall be provided to the provisions of paragraphs of this Deed of This are for convenience only and are not to be useful interpret or define the provisions between 14. Notice. Every for any notice required under applicable law to be usen in another manner are not to be useful interpret or define the provisions are required under applicable law to be usen in another manner are any matter to the provision of the provisions are required under applicable law to be usen in another manner are successful. Bostrower are noticed for in this Deed of Trust shall be given by mading shall have to be usen in another manner agreement as the Property Address of at such other address as Bostrower may designate by notice to Lenders address as a Londer may designate by notice to Bostrower as provided herein. Any notice provided for any notice to Lender's shall be given by centred manner and the property Address of Londer's shall be deemed to lawe been given to Bostrower or Londer when the manner designate here to law been given to Bostrower or Londer when the manner designate here in the Continuent of the property of the property of the law of the anisoticities and the covering the property. This Deed of Trust and become and to this dead of the streament of the property of the law of the anisoticities and which the Property is becauted to the event that any provision or clause of this Deed of Trust and the Note and to the anisoticities and the provisions of the Deed of Trust and the Sole and to the anisoticities a

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

Non-Unitorial Covenants. Borrower and Lender turther covenant and acree 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 breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from 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 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 an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice o

parcels and in such order as Trustee and place of any previously scheduled sale. Lender or Lender's designee may purchase the public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the purpher of the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty.

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 expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expresses of the therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expresses 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 and have the right to have any proceedings begin by Lender to entorce 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 Luture Advances, if any, had no acceleration occurred, the Borrower cortismed by Lender and Trustee in enforcing the covenants and agreements of Borrower formanded in this Deed of Trust. (c) Borrower pays all reasonable expenses incurred by Lender and Trustee's retriedies as provided in paragraph 18 hereof, contained in this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums to assure that the lien of this Deed of Trust, Lender's interest in the Property

26. Assignment of Rents: Appointment of hereby assigns to Lender the rents of the Proper increase of abandonment of the Property, have the Upon acceleration under paracraph 18 he judicially appointed receiver, shall be entitled to rents of the Property including those past due of the costs of management of the Property and receiver's bonds and reasonable attorney's fees, shall be hable to account only for those rents at 21. Future Advances. Upon request of Property by Trustee to Bortower, may make 14 shall be secured by this Deed of Trust when evice 22. Reconveyance. Upon payment of all since Property and shall surrender the Deed of to Trustee. Trustee shall reconvey the Property thereto. Such person or persons shall pay all of 23. Substitute Trustee. In accordance will a successor trustee to any Trustee appointed he succeed to all the fille, power and diffuse conter	notine Advances to Bortower. Such Future Advances, with interest thereon, denced by promisory notes stating that said notes are secured hereby sums secured by this Deed of Trust. Lender shall request Fristee to reconvey Trust and all notes evidencing indebtedness secured by this Deed of Trust without warranty and without charge to the person or persons legally entitled osts of recordation, it any happlicable law. Lender may from time to time remove Trustee and appoint ereinder. Without conveyance of the Property, the successor trustee shall riced upon the Trustee herein and by applicable law currently used for agits uitural, timber or grazing purposes.	
IN WITNESS WHEREOF, Borrower has ex	accuted this Deed of Trust.	
·····	nenjanin P. Taluo Borrow Borrow Borrowe	
	Lenor Palme Bonower	
State of Orlgo's	Lamath County 88	
On this	June 10 77, personally appeared the above named or believe his band and wife and acknowledged	
(Official Sea!) My Commission expites: 1/- 34/3/	Before me: Mark Ma	
	A CONTRACTOR OF CONTRACT	
To Trustel: The undersigned is the holder of the ne with all other indebtedness secured by this U	OFST FOR RECONVEYANCE ofe or notes secured by this Deed of Trust. Said note or notes together Deed of Trust, have been paid in full. You are hereby directed to cancel which are delivered hereby, and to reconvey, without warranty, all the Trust to the person of persons legally entitled thereto.	
Date:		
(Space Bel	low This Line Reserved For Lender and Recorder)	
the third shift	OFFEGUN; COUNTY OF KLAMATH; 65.	
	SKRXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
Sect for MX	day of July A. D. 1977 at 12:50 to k. P. Gand.	
44000		
fuly recorded	\$15.00 By / (1) (1) (1) (1) (1) (1)	
Fee	\$15.00 By / (1)	

Fee \$15.00

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