Loan NO. 111-0311-02-1-1

MINING THE LAND WITH THE

Klamath County Title #A-28154

WHEN RECORDED MAIL TO

222 South 6th Street Klamath Falls, Oregon 97601

Security Savings & Loan

SPACE ABOVE THIS LINE FOR RECORDER'S USE

35797

DEED OF TRUST Vol. 77 Page 17278

THIS DEED OF TRUST is made this 14th	day of SEPTEMBER
19 I, among the Grantor, . STEVEN A ZAMSKY AND	MARCIA F. ZAMSKY HUSBAND
AND .WIFE(herein "Bo	rrower")
и. н. поота	(herein "Tructoe") and the Danaficiary
BECURUT SAVINGS AND LOAN ASSOCIAT	ION a corporation organized and
existing under the laws of OREGON	whose address is
222 South Sixth Street Klamath Falls, Oregon 97:601	(herein "Lender").

The following described real property situate in Klamath County, Oregon:

A parcel of land situated in the Northeast quarter of Section 27, Township 40 South, Range 10 E.W.M., Klamath County, Oregon, being more particularly described as follows: Beginning at a 5/8 inch iron pin marking the northeast corner of the NW&NE% of said Section 27; thence S 00°33'36" W, along the east line of the said NW\[omega]NE% of said Section 27, 1382.64 feet, more or less, to the northerly right of way line of Hill Road, a county road; thence northwesterly along the northerly right of way line of said Hill Road 1200 feet, more or less, to a one-half inch iron pin at the intersection of said right of way line with a fence running northeast; thence along said fence and the northeasterly projection thereof N 42°12'33" E 562.46 feet to a one-half inch iron pin set in the center of a dirt road; thence leaving said fence line N 35°05'31" E 392.34 feet to a point on the north line of said Section 27, said point being marked by a one-half inch iron pin; thence 1. N 89°58'17" E along the said north line of said Section 27, 420.67 feet to the point of beginning, containing 20.1 acres, more or less.

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 COVENANTS. Borrower and Lender covenant and agree as follows:

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indefice vidence by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future vidence by the Note, prepayment and late charges are possible under the Note, and the principal of and interest on any Future vidence by Lender. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, and the Note is paid in fully a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attract the payon of the pa

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of 1088 if not made prompty 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 is not thereby impaired. It such restoration or repair is not economically feasible 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 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 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 of 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, and the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

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. 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 by-laws and regulations of 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.

shall be incorporated into and shall amend and supplement the covenants and agreements of such 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, bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and manner provided under paragraph 2 hereof.

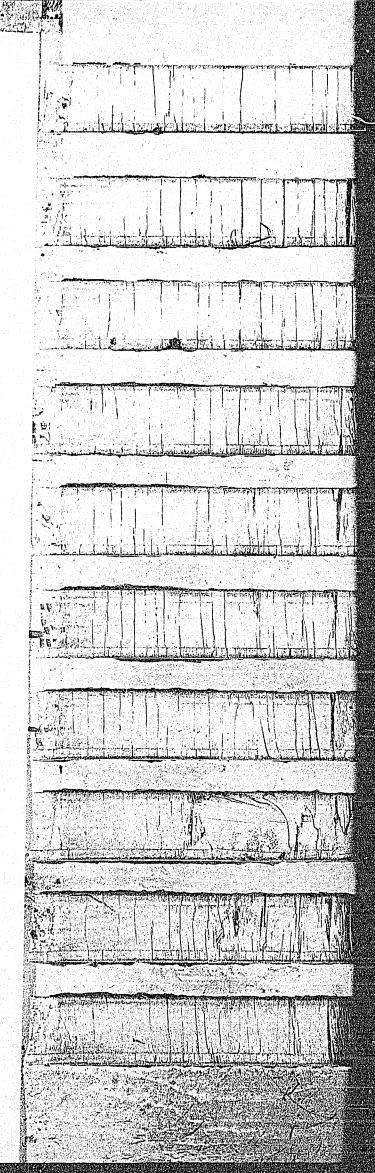
Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such date of disbursement at the rate payable from Lender to Borrower requesting payment thereof, and shall bear interest from the at such rate would be contrary to applicable law, in which event such amounts shall be a interest at the highest rate appearance the requirement of interest and under the Note unless payment of interest permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take the payment and inspections. Lender may make or cause to be made reasonable entries upon and inspections of the Property and inspections. Lender may make or cause to be made reasonable entries upon and inspections of the Property and inspections. Lender may make or cause to be made reasonable entries upon and inspections of the Property and the property and inspections of the Property.

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

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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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess if any paid to Postavier. In the



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, 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 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 bears to the fair market value of the Property immediately control the property in the date of the property while the property in the date of the property in the polaries of the property. 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.

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 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. Forbearance 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 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 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 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,

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 Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successives and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereol.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the provisions hereol.

14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested. Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein, and (b) any notice to Indeed shall be given by certified mail, return receipt requested. Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform occurants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located in the several provisions of this Deed of Trust or the Note which can b

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

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

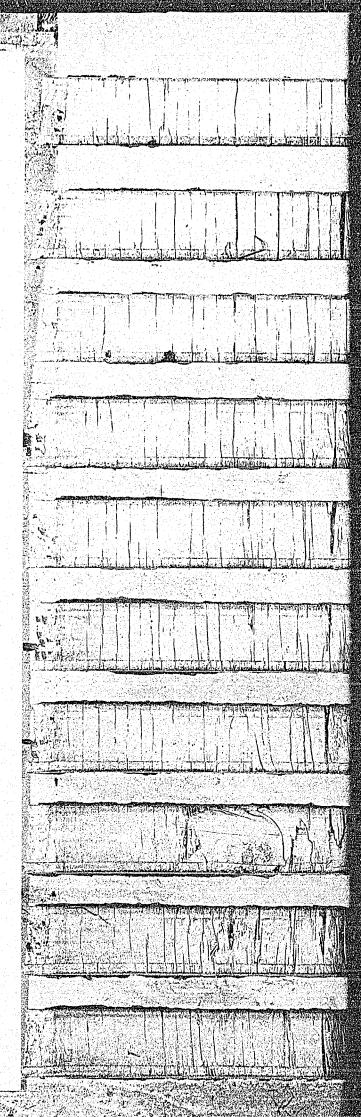
18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower aprovided 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 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 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 prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public announcement at the time and place and under the terms desi

parcets and in such order as frustee may uctermine. Trustee may positione sale of an or any parcet of the relocity my public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the 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 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 (e) 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, Borrower shall have the 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 curs all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower curs all breaches of any other covenants or agreements of Borrower 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 to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums



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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, 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 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.

21. Faire Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property 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 and notes are secured hereby.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall request for a property is not currently used for agricultural, timber or grazing purposes.

25. Attorney's Fees. As used in t

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

ZAMSKY MARCIA F. ZAMSKY -Borrower

STATE OF OREGON, KLAMATH County ss:

My Commission expires: 6/1/8/

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together 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 Recorder)

TATE OF OREGON; COUNTY OF KLAMATH; 88.

KLAMATH COUNTY TITLE CO iled for record at request of -11;13

_ o'clock AM., and his 16th day of SEPTEMBER on Page 17278

duly recorded in Vol. M77

Wm D. MILNE, County Chart

FEE \$ 12.00

TAKE ST

Loan NO. 111-0311-02-1-1

Klamath County Title #A-28154

WHEN RECORDED MAIL TO

