File #329265	The second
WHEN RECORDED MAIL TO U.S. NATIONAL BANK OF OREGON FHA'& VA REAL ESTATE CENTER P.O. BOX 4412 RCOM-1005 IDDD PORTLAND, OREGON 97208	
42304 <i>MTC</i> 4876 Vol. <u>78</u> Page <u>1686</u> ≥ DEED OF TRUST	
THIS DEED OF TRUST is made this 13th	
Mountain Title Company United States National Bank of Oregon, an association , assocpassed or organized and existing under the laws of The United States of America , whose address is	
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	
Lots 54 and 55 in Block 14 of ST. FRANCIS PARK, according to the offical plat thereof on file in the office of the County Clerk of Klamath County, Oregon	
WP the following described household appliances, which are, and shall be deemed to be, $\frac{1}{2}$ $\frac{1}{2}$ fixtures and a part of the realty, are a portion of the security for the indebtedness herein mentioned:	
Range or Counter Top Unit Wall=To=Wall Carpet	
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which has the address of 4400. Peck. Exive	
[State and Zip Code] 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";	
To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. January 13, 1978 (herein "Note"), in the principal sum of Twenty, seven thousand five hundred and no/100	
February 1, 2009	
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.	
DREGON—1 to 4 Family—6/75*—FHMA/FHLMC UNIFORM INSTRUMENT 91-1662 9/75	

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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 by Borrower

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly 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 acconomically feasible and the security of this Deed of Trust is not thereby 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 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 malled 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.

acquisition shall pass to render to the extent of the sums secticed by this beed of trust humenately provide such sale of 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, 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.¹

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider **7.** Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this beed 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 argements in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the promiums required to maintain such Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the amounts disbursed by this Deed of Trust. Unless Borrower and Lender at therest in thereon, shall become "additional indettedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender's interest terms of all mortgage insurance in indettedness of Borrower shall pay the amount of all mortgage insurance years and under gargenft 2 hereof.
Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become "additional indettedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender's and shall be ar interest from the to time to time on outstanding principal under the Note unless payment of interest at the highest 'rate argement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at the highest 'rate argement at the highest 'rate argement at the rate payable from time to time on outstanding principal under the Note unless payment of interest any action hereunder. **8.** Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided 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.

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 prior to the date of taking, with the balance of the proceeds maid to Borrower.

The property is a build of the property introduced 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 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 successor in interest. Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor 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 law of the indebtedness scienced by this Deed of Trust.
12. Remedies Cumulative. All remedies provided in this Deed of Trust.
13. Remedies Cumulative. All remedies provided by law or equity, and may be exc. cised concurrently, independently or successively.

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 exclused concurrently, independently or successively.
13. Successors and Assigns Bound; Jcint and Several Liability; Captions. The covenants and agreements herein subject to the provisions of paragraph 1/ heveof. All covenants and agreements of Borrower shall be joint and several; interpret or define the provisions hereof; this Deed of Trust are for convenience only and are not to be used to the prover provided for in this Deed of Trust shall be given by malling such notice by certified mail addressed to Borrower a provided for in this Deed of Trust shall be given by malling such notice by certified mail address of a such other address as Borrower may designate by notice to Lender's address of a such other address as Borrower may designate by notice to Lender's address of a such other address as Borrower are provided for in this Deed of Trust shall be given by certified mail, address stated herein, and the right be deemed to have been given to Borrower as provided herein. Any notice provided herein, and use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrumt for covering real property. This Deed of Trust shall be governed by the law of the given big certified mail, revisions of the condinics by instruction and the condicing provisions of this Deed of Trust or the Note conflicts with applicable law, such conflict shall be and the right be address as Borrower or Lender when given in the manner designation hereof.
14. Hortower Brownion and the beamed on the boer of the Boorder and Borrower as provided for in this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provisions of this Deed of Trust or the Note conflicts with applicable law, such conflict shall and the rinfield ana

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 of a default or any other defense of Borrower to 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 law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies perwited by applicable 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 in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the such time as may be required by applicable law; Trustee, without demand on Borrower; shall self the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in the parcels and in such order as Trustee may determine. Trustee imay posipone sale of all or any parcel of the Property by public announcement at the time and place of

parcels and in such order as Trustee may determine. Trustee may postpone sale of an or any parcel of the troperty of 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 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 altorney'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, 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 or (ii) entry of a judgment enforcing this Deed of Trust (a) Borrower pays all reasonable expenses incurred by Lender and Trustee's remedies as provided in this Deed of Trust (c) 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 hereinder, Borrower hereof or abandonment of the Property, have the right to collect that Forrowsr shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect the Property. Lender, in person, by agent or by prents 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. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property and the evidenced by promissory notes stating that sid notes are secured hereby.
22. Reconveyance. Upon apament of all sums secured by this Deed of Trust, Lender shall request Trustee to forrowser the Property and without charge to the preson or persons shall pay all costs of recordation. If anots 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 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 notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedne

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IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. At William Pride III Klamath.....County ss: STATE OF OREGON, day of . Lt. and acknowledged the foregoing instrument to be ... his voluntary act and deed. ``(Official Seal)' Before me My Commission expires: 4-11-75 JAA. هد د ب AUELIC REQUEST FOR RECONVEYANCE To TRUSTREES 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 secure paid hereby bits Deed of Trust to the person or persons legally entitled thereto. estate now held by you under this Deed of Trust to the person of persons legally entitled thereto. 10.0 Date: . (Space Below This 1. A STATE THE C. 1883 File #329265 \bigcirc \bigcirc



VA GUARANTEED LOAN RIDER-1 to 4 Family-7/76-FNMA/FHLMC UNIFORM INSTRUMENT (VETERANS ADMINISTRATION APPROVED)