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WHEN RECORDED MAIL TO

webschoor (107 111-03 U.S. NATIONAL BANK OF OREGON FHA & VA BEAL ESTATE CENTER P. O. BOX 4412 RCIOM 4005 1000 PORTLAND, OXIGONI 97.208

MTC-6167vol. 78 Page 5649

ABOVE THIS LINE FOR RECORDER'S USE ED OF TRUST

THIS DEED OF TRUST is made this 15th day of March 19.78., among the Grantor, Michael V. Supenia and Ruth A. Supenia (herein "Borrower"),..... .United States National Bank of Oregon, an association, according organized and existing under the laws of The United States of America, whose address is P.O. Box 3347, Portland, Oregon 97208 (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

Lot 8 in Block 1, WINCHESTER - Tract 1007, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregn

The following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty are a portion of the security for indebtedness herein mentioned and testeration of artestic network works to a testeration of the second states of the second states and the second states of the second states are a second states and the second states are as a second state of the second states are as a second state are as a second

Drop In Range or Counter Top Unit Dishwasher 111 Dishwasher Not the **Wall-to-Wall Carpeting** that is the set of the

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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";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. March 15,... 1978 (herein "Note"), in the principal sum of. , Thirty, one thousand five hundred and of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Apr 11, 1, 2008 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 91-1662 9/75

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91-1662 9/15

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

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

 Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
 Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender is such an institution). Lender may aprover interest on the Funds and applicable law or verifying and compiling said assessments and bills and reasonable estimates thereof.
 The Funds that interest on the Anarge. Borrower and Lender may agree in writing at the time of execution of this requires such an charge. Borrower and Lender may agree in writing at the funds and applicable law or verifying and compiling said assessments and bills unless Lender may applicable ray applies on the Funds shall be paid. Lender shall be paid to Borrower, and unless such agreement is made or applicable law shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds shall be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds and the principal law the funds and applicable law shall give to Borrower, without charge, an annual accounting of the Funds shall be be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds and the pay additional security for the sums secured by this Deed of Trust.

by this Deed of Trust. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such exceed the amount required to pay said taxes, promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed Upon payment in full of all sums secured by this Deed of Trust. Lender shall promptly refund to Borrower any Funds shall apply, no later than immediately prior to the sale of the Property is otherwise acquired by Lender, Lender **3.** Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the under paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower **4.** Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to

under paragraph 2 nereor, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances. 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments, required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured and in such amounts and for such periods as Lender may require: provided, that Lender reacted on the Property or any part thereof. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender: provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner insurance carrier.

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. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of not thereby impaired. If such restoration or repair is not economically feasible and the security of this Deed of Trust is 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 is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of in and to any insurance policies and in add 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, with extend in and to any insurance policies and in add to the proceeds thereof resulting from damage to the Property prior to the sale 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 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 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 such rider were a part hereof.

were a part hereof. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements or stuce ruler in this beed of Trust as if the rider the protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this 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, 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, disburse such action as is necessary to protect Lender's interest, including, but not limited to disburse must not be provery to make tepsits. If Lender tequined motigage 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 amounts diable upon notice from Lender to Borrower and Lender agree to other terms of payment, such amounts disbursed by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such at such rate would be contrary to applicable law, in which event requesting payment thereof, and shall bear interest from the to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate of disburse and the payment of this paragraph 7 shall require Lender to incur any expense of interest at the applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense of interest at the highest rate would be contrary to appl

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

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 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.

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 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 10. Rorrower Not Released. Extension of the time for payment or modification of amortization of the sums secured

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, 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. Lender shall not be required to commence 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 the payment of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right successively.

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 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 hereof. **14. Notice.** Except for any notice required under applicable law to be given in another manner. (a) any notice to the Poperty 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 entified mail, return receipt requested, to Lender's address stated herein, and such other address as Lender may designate by notice or Lender's address stated herein, and such other address as Lender may designate by notice to the or trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein, and the vent that any provision or clause of this Deed of Trust or Lender by uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument in the manner designated herein. Any notice provided for in this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. **15. Uniform 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 to this end the provisions of this Deed of Trust or the Note and be given effect without the conflict shall be for the to the provisions of this Deed of Trust or the Note are declared to be severable. **16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time **17. Transfer**

and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer. Lender shall have waived such option to accelerate if, prior to the sale or transfer. Lender shall have waived such option to accelerate if writing that the credit of such person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in the solid of Trust and the Note.
If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with which Borrower may pay the sums declared due. If Borrower shall be at such rate as mailed within the notice is mailed within the period of not less than 30 days from the date the notice is mailed within Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.
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 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

bereach; (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 inform ary 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 sale. If the breach is not cured on or before the date and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable paragraph 18, including, but not limited to, reasonable costs and expenses incurred by this Deed of Trust to be immediately aware to default and of Lender's option may declare all of the sums secured by this Deed of Trust to be immediately avarent 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 auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more public and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by property at my sale. There shall detiver to the purchaser Trustee's deed shalt be prime face widence of the sale manner or warrants, there is and place the rower of all provensity scheduled sale. Lender or Lender's designee may purchase the sale, time at map by the proceed of the sale and to all order the prime face widence of the sale more or more public announcement at the time and place and under the terms designated in the notice of sale in one or more such time as may be required by applicable law. Trustee's deed dows in the prime facie widence of the sale manner to warrants, thrustee shall detiver to the purchaser Trustee's deed dows in the prime facie widence of the sale metry to warrend. Trustee

-Borrower

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.

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 receiver.

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 to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
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 shall successor trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall successor trustee and appoint a successor frustee to any Trustee and duties conferred upon the Trustee herein and by applicable law.
24. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.
25. Attorney's Fees. As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.

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

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Whichael Vx ince Supenia Michael V. Borrower & Tuth a superior

the foregoing instrument to be their voluntary act and deed.

Ruth A. Supenia

......... (Official Seal) Before me: My Commission expires: 12/12/80 N07. Notary Public for Oregon

REQUEST FOR RECONVEYANCE

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 $\mathcal{O}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}}}}}$ 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.

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9. Usufamonium, for prevents of any aword of claim for domagne, dored in composition of other tables of the Property, or providented for domagne, dored in the of claim, and have domain and in the domain. The result of the Property for providential shall be provided to the event of a reader.

VA GUARANTEED LOAN RIDER

(For use with FNMA/FHLMC uniform instruments for Veterans Administration guaranteed loans)

....., 19.78, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to ... United States National Bank of Oregon...... (Property Address) ••••••••

VA GUARANTEED LOAN COVENANT. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the security instrument or other instruments executed in connection with . . said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the security instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

IN WITNESS WHEREOF, Borrower has executed this VA Guaranteed Loan Rider.

Michael V. Supericia Michael V. Superia -Borrower Buth A. Superica Ruth A. Superica -Borrower

TATE OF OREGON; COUNTY OF	KI AAAA TLA
filed for record of record at	
his24 day ofMarch	A. D. 1978 3:38 P A. D. 1978 at o'clock M., and
tuly recorded in Vol, of	Mortgages on Page 5649
Fee \$15.00	Wm D. MILNE County Cher.

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