First National Bank of Oregon First National Bank of Oregon Participation of Provide States of Provi



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BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants number of sub-truster, in trust, with power of sale, the following described property located in the County of **COT THO IN BLOCK FIVE OF SECOND MODITION TO BURGER PLACE, ACCORDING TO THE** COT THO IN BLOCK FIVE OF SECOND MODITION TO BURGER PLACE, ACCORDING TO THE COT THE PLACE TERPEOR CHARTING IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY ACTION TO BURGER PLACE, ACCORDING TO THE CONTY A CHEST AND THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY ACTION TO BURGER PLACE, ACCORDING TO THE DESCRIPTION TO BURGER PLACE, ACCORDING TO THE COUNTY ACTION TO BURGER PLACE ACCORDING TO THE COUNTY ACTION TO ACCORDING TO THE ACCORDING TO THE COUNTY ACTION TO ACCORDING TO THE ACCORDING TO THE COUNTY ACTION TO ACCORDING TO THE ACCORDING TO THE COUNTY ACTION TO ACCORDING TO THE ACCORDING TO THE COUNTY ACTION TO ACCORDING TO THE ACCORDING TO THE COUNT

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TOGETHER with all the improvements now or hercafter 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, shalf 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. AF 214. 1918. (herein "Note"), in the principal sum of . THIRTY-SIX THOUSAND AND NO/100 APRIL

Dollars, with interest thereon, providing for monthly installments 

in accordance herewith to pretect 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 Londer pursuant to parsgraph 21 hereof (herein "Euture Advances").

Borrowst covenants that Borrower is lawfully select of the estate hereby conveyed and hus the right to grant and ocavey the Property that the Property is unencumbered, and that Borrower will warrant and defend generally the file to the Property analysis of lifering and domands, 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.

DECON-1 to 4 Family-6/75"-FRIDA/FRENC UNITONN INSTRUMENT

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

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Unirorat Covenances. 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 ontany Future Advances secured by this Deed of Trust. 2. Funds for Taxes and Interest. 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. To Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full. Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, if any, all as reasonably estimated initially and from the to time by Lender on the basis of assessments or accounts of which are insured or guaranteed by a Federal or insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account werfying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds, analyzing said account premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account premiums and ground rents. Lender may not charge for so holding and applying the Funds and applicable law beed of Trust that interest to be paid. Lender shall be held in an institution the deposite of so holding and applying the Funds, analyzing said account or insurance premiums and ground rents. Lender may agree in writing at the time of execution of this premium base funds was made. There is such a charge, Borrower, and bills, unless Lender may agree in writing at the time of execution of this requires such a instruction. The funds have a such a charge and bills, unless Lender may agree in writing at the time of execution of this requires such all ender is such a second to the such a charge. Borrower and Lender may agree in writing at the time of execution of this requ

that give to Borrower, windout charge, an annual accounting of the Funds showing credits 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 sums secured 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 assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount of the Funds held by Lender, to exceed to the Borrower, or credited to Borrower on mosthly installments of Funds. If the amount of the Funds held by Lender, to its credited to Borrower on mosthly installments of Funds. If the amount of the Funds held by Lender, to Lender any amount necessary to make up the deficiency within 30 days from the date notice is malled by Lender. If under paragraph 18 hereof the Property is old or the Property is otherwise, any Funds held by Lender. If under paragraph 18 hereof the Property is otherwise, all payments received by Lender under the amounts payable to Lender any Funds held by Lender than immediately arior to the sapple of the Property or its acquisition by Lender, Lender beild paragraph 2 hereof that to interest and second by the Deed of Trust.
Appleador of Payments. Trust Assessments and other charges, fines and impositions attributable to interest and paragraph 2 hereof that to interest payable on the Note, and the Note, and then to interest and principal on any Funds held by Lender. If in Deed of Trust, and leacehold payments received by Lender under the under paragraph 2 hereof, that to interest payable on the Note, then to the the Note, and then to interest and principal on any Funds at the principal of the Note, and then to interest and principal on any Funds.
How the paye thereof. Borrower shall pay

All insurance currer. All insurance policies and renewais 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 renewais 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.

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 not economically 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 is 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 is suthorized 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. If the Property is abandoned by Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender or to the sums secured by this Deed of Trust. If the Property is abandoned by Borrower is at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust. If the property is abandoned by Borrower is agree in writing, any such application of proceeds to principal shall not extend sufficient installaments. If under paragraph 18 hereof the Property is sequired by Lender, all right, title and interest of Borrower or acquisition shall pass to Lender to the extend to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall pass to Lender to the extend of the sums secured by this Deed of Trust immediately prior to such sale or acquisition shall pass to Lender to the extend to the sums secured by this Deed of Trust immediately prior to such sale or acquisition shall pass to Lender to the extend to the sums secured by this Deed of Trust immediately prior to such sale or acquisition shall pass to Lender to the extend to the sums secured by this Deed of Trust immediately prior to such sale or acquisition

or acquisition shall pass to Leader to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition. Solution and Makesaance of Property Leaseholds: Condominiance: 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 of planned unit development, and constituent documents. If a condominium or planned unit development and constituent documents. If a condominium or planned unit development shall be incorporated into and shall some and supplement the covenants and agreements of such rider were a nart hereof.

nder is elsecuted by Bortower and Recorded together with this Deed of 1 fust, the covenants and agreements of such rider shall be incorporated into and shall eanend 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 Deed of Trust; or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disburse such anamale altorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurances as a insurance in affect until such time as the requirement for such insurance in affect until and the such as the requirement for such insurance in accordance with Borrower's and mannes provided under paragraph 2 hereof. "Any amounts disbursed by Lender paragraph 7, with interest thereon, shall become additional amounts shall be rate required by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment of the such additional action and shall be rate applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the mannes provided under paragraph 2 hereof. "Any amounts disbursed by Lender paragraph 7, with interest thereon, shall become additional amounts shall be rate payable from time to time on outstanding parkets under the Note unless payment of interest-ate and and shall bear interest from the at such rate are bounded in this paragraph 7 shall require Lender to incur any expense of the highest rates and shall bear interest from the as such rate are bound to economy to applicable law, in which event such amounts shall bear interest at the highest rates any action for applicable law, in which event such amounts shall bear interest at the highest rates any a

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9. Con <sup>1</sup>. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any conditionation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to Leader.

and shall be paid to Lenster. In the swent 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 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 raid to Barrower

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 Decel 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.
 13. 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 ratuse 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'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's successors in interest.
 14. Fordersance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise alforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. 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 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.

successively. 13. See

13. Secretators 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 interpret or define the provisions hereof.

The capitons and headings of this pergraphs 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 Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender as a the other address as Borrower may designate by notice to Lender as provided herein. Any notice to Lender may designate by notice to Lender as provided herein, and the Property Address or at such other address as Borrower as provided herein. Any notice provided for in this and no trust shall be deemed to have been given to Borrower as provided herein. Any notice provided for in this a fibre of Trust shall be deemed to be any sevenables. This form of deed of trust combines uniform occurity instrument is use and non-truitom coverants for the Note confliction to constitute a uniform security instrument or security instrument affect other provisions of this Deed of Trust shall be given by holice to the Note and the source of this Deed of Trust shall be formed to thave been given to the Note conflicts with applicable law, such conflict shall be as of the such as of the strategient of the provestions of the Deed of Trust of the Note and the provisions in which the Property is located. The source of this Deed of Trust and the Note are declared to be severable. 4. Borrowers (Cay. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of this Deed of Trust and the function of a line or encumbrance subordinate to any this back of the property is a sumplement. (d) the grant of any leasehold interest of the rosers of the protection is a such that any at a declared it to any leasehold or transfer by devise. This form of a second the such as a dot the sum security is such other and the provisions of the Deed of Trust and the Note are declared to be severable.

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. Accelerations; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or spreament 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 leas 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 tale 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 specified in the notice. Lender at Lender's option may declare all of the sums secured by this Deed of Trust is default or any other defense of Borrower to acceleration and the right to bring a court action to assert the non-existence 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 colice all reasonable costs and expenses incurred in pursuing the remedies perivided in this paragraph 18, including, but further demand and may invoke the power of sale and any other remedies perivided in this paragraph 18, including, but not limited to, reasonable costs and expenses incurred in pursuing the remedies provided in this an each countly is which the Property or some part thereof is located. Lender or Trustee shall give notice to be recorded immer prescribed by applicable law. To Borrower and to the other persons prescribed by applicable law. After the lapse of acciden at the time and place to the terms designated in the notice of sale in the such time as may be required is properly or some part thereof is located. Lender or Trustee shall sell the Property at public parcels as his the dignest bid

public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property et any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, especially at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, especially at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, especially at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, especially at any sole. Trustee shall apply the proceeding the all to the prime facto evidence of the truth of the statements made sale, factuating, but not limited to, reasonable Trustee's and attorney's fees and costs of tills evidence: (b) to all sums secured by this Deed of Trust, and (c) the strokes, if any, to the person or persons legally entitled thereto. If there we shall have the right to have any proceedings begin by Leider 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 beed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if (a) Borrower contained in this Deed of Trust, the Note and notes strusting Future Advances, if any, had no acceleration occurred; (b) Borrower fault breaches of any other covenants or spreaments of Borrower contained in this Deed of Trust, its Property by all many shift beer of Trust is any agreements of Borrower is the strugtent of the stroke at a covenant or spreaments of Borrower contained in this Deed of Trust, (c) conduced in Still Deed iff Trust strugtent structure in enforcing the covenants and agreements of Borrower to asture this Deed of Trust. Lender's interest in the Property and Borrower's obligation to pay the sums

Secured by this Deed of Trust shall continue unkingaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in fall force and effect as if no acceleration had occurred.
30. Assignment of Remis Appointment of Reverser Lesder in Possession. As additional security hereunder, Borrower Status y and the reserved of the Property including the entropy of a beneficient of the Property, have the right to collect and retain usible retainer to the property, have the right to collect and retain usible retainer. Lender, in person, by agent or by appointed reteiner, thall be entried to enter upon, take possession of and manage the Property and to collect the property including those jast the. All rents collected by Lender of the receiver shall be applied first to payment of the Property including those jast the. All rents collected by Lender of the receiver shall be applied first to payment of the costs of mainagement of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on or the table to decount only for those relate actually received.
31. "If "Fature Advances, Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Fature Advances to Borrower. Such Fitture Advances, with interest thereon.
32. "Reconveyance with Sole of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust applied for the property without warranty and without charge to the property, the successor trustee shall reconvery the Property without warranty and without charge to the property and and application."
32. "Reconveyance shall be indicated by promissory notes stating that said notes are secured by this Deed of Trust."
33. "States and the property by Trustee to Borrower, the Property without warranty and without charge to the person or persons legally entited or

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

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STATE OF ORIGON. SLAHATH On this 21 AFTHER 2. LAPSIEV AND KATEN WATEN 4. USSEV AFTHER 2. LAPSIEV AND KATEN 4. USSEV AFTHER 2. LAPSIEV AND KATEN 4. USSEV THEM CONCENTRY act and deed before me Before m o the structure of the note of the note of the secured by this Beed of Trust. Said note or notes, together with all other independences secured by this Dred of Trust, have been paid in fall. You are hereby directed to cancel said notes and this Dred of Frust, which are delivered hereby, and to reconvey, without warranty, all the

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