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Alls Real Estate Finance Center 1060 alls, Oregon 97501 A9642 MTC 6504 Vol. M Page1211 DEED OF TRUST is made this7th	WHEN RECOR	DED MAIL TO			
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49642 MTC 6504 Vol. 14 Page 1211 DEED OF TRUST is made this 7th. day of June 1978, among the Grantor,	oregon	> · · · · · · · · · · · · · · · · · · ·			
49642 MTC 6504 Vol. 14 Page 1211 DEED OF TRUST is made this 7th. day of June 1978, among the Grantor,					
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THIS DEED OF TRUST is made this7th	-	///			_rage_LCI1
COMPANY		DEE.	D OF TRU	121	
Initial Initial Initial Initial BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably graded conveys to Trustee, in trust, with power of sale, the following described property located in the County Klamath State of Oregon: Not 6 in Block 21 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath Sounty, Oregon.	P. O. Box The rights an Addendum attached	x 3347, Portland, Oregon ad obligations of the parties, under to the Deed of Trust. In the ev	n 97208 r this Instrument are e ent of any conflict be	xpressly made subject	to the provisions of
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grad d conveys to Trustee, in trust, with power of sale, the following described property located in the County Klamath		A., o			
<pre>which has the address of 200 North (ct) of the county for the county of the county of the county of the county of the county clerk of the cou</pre>		Mil			
No official plat thereof on file in the office of the County Clerk of Klamath	BORROWER, in and conveys to Tr	Initial n consideration of the indebtedn	ess herein recited and	the trust herein crew	
	Lot 6 in Bloc	Initial n consideration of the indebtedn rustee, in trust, with power of a	TO THE CITY OF	the trust herein crea lescribed property loca	ited in the County
	Lot 6 in Bloc the official	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	TO THE CITY OF	the trust herein crea lescribed property loca	ited in the County
	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	TO THE CITY OF	the trust herein crea lescribed property loca	ited in the County
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which has the address of 1900. North (at 1 - 0)	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	TO THE CITY OF	the trust herein crea lescribed property loca	ited in the County
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which has the address of 1900. North (at 1 - 0)	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	TO THE CITY OF	the trust herein crea lescribed property loca	ited in the County
which has the address of 1900. North (the address)	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	TO THE CITY OF	the trust herein crea lescribed property loca	ited in the County
which has the address of 1900. North (the address)	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	sale, the following c , State of Oregon TO THE CITY OF a the office of	the trust herein crea lescribed property loca	ited in the County
which has the address of 809 North 6th Street	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	sale, the following c , State of Oregon TO THE CITY OF the office of	the trust herein createscribed property loca	ited in the County
THE THE ADDRESS OF THE THE STRAT	Lot 6 in Bloc the official County, Orego	Initial n consideration of the indebtedn rustee, in trust, with power of a ck 21 of FIRST ADDITION plat thereof on file in	sale, the following c , State of Oregon TO THE CITY OF the office of	the trust herein createscribed property loca	ited in the County

TOGETHER with all the improvements now or hereafter crected on the property, and all casements, 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 91-1662 9/75

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

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1. 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.

on any Future Advances secured by this Deed of Trust. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over thus Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. 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 if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this

or verifying and compling said assessments and bills, unless Lender pays borrower interest on the runds and applicable law permits. Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. I ender shall give to Borrower, without 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. 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 preniums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds beld 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

by Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, 1 ender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by

shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any rolled income by Lender at the time of application as a credit against the sums secured by this Deed of Trust. **3.** Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and the paragraph is a payment.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the 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 manner abult methods and in the payee thereof. inter payce thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien which has priority over this Deed of Trist; provided, that Borrower shall not be such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such hen in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. **5.** Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as I ender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of coverage required to pay the sums secured by this Deed of Trist. 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 provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the 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 policies to the insurance carrier and Londer. Lender Londer and shall are following the promote 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

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. If 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 is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall 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 shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a and shall comply with the provisions of any lease it this Deed of Trust is on a leasenoid. 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. were a part hereof.

were a part hereot. 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 including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided indepartment 2 hereof.

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the 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 amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time 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 payable under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender'shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust. 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 been 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 which the following of the Dependent interval interval interval interval. taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured such installments. by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner. by this Deed of trust granted by Lender to any successor in interest of borrower shar 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.

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 Decd 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 successively. contained shall bind, and the rights hereunder shall inure to, the respective successors 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 arguining broad

 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 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, to Lender's address stated herein or to (b) any notice to Lender may designate by notice to Borrower as provided herein. Any notice provided tor in this (b) any nonce to Lender shall be given by certified main, return receipt requested, to Lender's address shall be return or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
 15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for a trust designated with limited variations by uniform for a uniform covenants.

15. Uniform Deeu of trust; Governing Law; Severability. This form of deed of trust combines uniform covenants 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 event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall be the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall in the event that any provision or clause of this Deed of Trust or the Note conthets with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, 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.

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 by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust, the immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer. Lender is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender shall release Borrower from all obligations under this Deed of Trust and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with

all obligations under this Deed of Trust and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

ION-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 Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying; (1) the Borrower by which such breach muct be except and (4) that failure to cure such breach on or before the date specified in the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform the such state of the substate of the sums secured by this Deed of Trust and sale of the Property. 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 costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence In Lenger invokes the power of sale, Lenger 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 such time to the highest hidder 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, i rustee, 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 one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the

Property at any sale. Trinstee 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 face, 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 few and costs of title evidence; (b) to all sums secured by the Dead of Trust end (c) the excess of any to the person or person legally entitled thereto.

sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.
19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust discontinued at any time proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the lifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust, the Note and notes accured from Advances, if any, had no acceleration occurred then due under this Deed of Trust, the Note and notes accurate for all fortower cures all breaches of any other covenants of agreements of Borrower pays all reasonable expenses incurred by Lender's and Trustee's remedies as provided to gaugetaph. It's hereof, in this Deed of Trust of Trust, and in enforcing Lender's and Trustee's remedies as provided to gaugetaph. It's hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable expenses incurred by Lender's and Trustee's remedies as provided to gaugetaph. It's hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the soms of assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the soms to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the soms to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the some to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the some to assure that the

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-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.

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 or abandonment of the Property, Lender or by indicially appointed receiver shall be entitled to enter upon take possession of and manage the Property and to collect the

Opon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent of 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

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 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, 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 thereby. 23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint therein conveyance to all the title, power and duies 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. any, which shall be awarded by an appellate court.

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

Juld W. Douthit -Borrower

the foregoing instrument to be ... his voluntary act and deed.

Official Sean My Commission expires: 2 28-1981 $M_{\rm eff}$

Before me: Th. Suna Notary Public for Oregon

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

"ON"

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)

Date:....

SEMPP-9

SINGLE-FAMILY MORTGAGE PURCHASE PROGRAM

ADDENDUM TO FNMA/FHLMC, FHA OR VA DEED OF TRUST

The rights and obligations of the parties to the attached Deed of Trust and the Note which is secured by the Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall 1.

- The Borrower agrees that the Lender or its assignee may, at any time and without prior notice, increase the rate of interest charged on a loan evidenced by the Deed of Trust and Note to 9.500 % per annum, or accelerate all payments due under the Deed of Trust and Note and exercise any other remedy allowed by law for breach of the Deed of Trust or Note if:
- a. The Borrower sells, rents, or fails to occupy the Property as his or her
- b. The Borrower fails to abide by the agreements contained in the Affidavit,

 - or if the Lender or the Division (Housing Division, Department of Commerce, State of Oregon) finds any statement contained in the Affidavit to be untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting of this Loan, and that an increase in the interest rate of the Loan will result in an increase in the monthly payments required for this Loan.

- 2. The Borrower agrees that the Lender or its assignee may impose a late charge in the amount of four percent (4%) of each monthly payment of principal and interest which is more than fifteen (15) days delinquent. Late charges on FHA and VA insured loans shall be those established by the insuring agency.
- The Borrower agrees that no Future Advances will be made under the Deed of 3. Trust without the consent of the Oregon State Housing Division.

NOTICE TO BORROWER:

This document substantially modifies the terms of this Loan. Do not sign it unless

I hereby consent to the modifications of the terms of the Deed of Trust and

Note which are contained in the Addendum.

Dated this _____ day of _____ June___

Fred W. Douthit Fred W. Douth Perrower)

STATE OF OREGON

SO Viseal

10:50

County of ____Klamath ss.

On this <u>7th</u>, day of the above named Fred W. Douthit June ____, 19<u>78___</u>, personally appeared knowledged the foregoing instrument to be and ac-Funtary act and deed. Before me: his

Notary Public for Oregon

_____, 19<u>78</u>.

My Commission expires: 2.34 FI

(Borrower)

After recording, mail to:

County of Klamath) Klamath Falls Real Estate Finance Center tilled for record at request of

P. O. Box 1060

Klamath Falls, Oregon 97601

File #331610

on this 7th day of June A.D. 19 78 at 12:52 o'clock P M, and duly roco ded in Ven _____ of ____ Mortua as age 12119 V m J. MinkE, County Clerk By Decastlie Skelach Deputy

STATE OF OREGON,)

Fee \$15.00

USNB 90-3700 11/77

Rev. 10-18-77