

Loan # 0-901071-1

38-15899

WHEN RECORDED MAIL TO

Security Savings and Loan
222 South 6th Street
Klamath Falls, OR 97601

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55742

SPACE ABOVE THIS LINE FOR RECORDER'S USE

52852

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of August 1978, among the Grantor, STEPHEN R. OTT AND WENDY SUE OTT, Husband and Wife, (herein "Borrower"), and the Beneficiary, P.L. HOOTS SECURITY SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of OREGON, whose address is 222 South 6th Street, Klamath Falls, Oregon 97601 (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 Klamath, State of Oregon:

A tract or parcel of land 90 feet wide by 132 feet long off the North side of the following described tract, in the County of Klamath, State of Oregon:

Beginning at a point 720 feet East of an iron pin driven into the ground at the southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor, which iron pin is 30 feet East of the center of a road intersecting the Dalles-California Highway from the North and which pin is also 30 feet North of the center of said Dalles-California Highway; thence North 330 feet; thence East 132 feet; thence South 330 feet; thence West 132 feet to the point of beginning.

Re-recorded to correct payable date on information concerning note.

which has the address of 217 Ogden Klamath Falls, Oregon, 97601 (herein "Property Address");

Together with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents (sub-tenants), 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 household 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 August 1, 1978, in the principal sum of TWENTY SEVEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, and (b) the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2007, the payment of all other sums, with interest thereon, advanced to secure the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower contained herein, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender as set forth in paragraph 21 hereof (herein "Future Advances").

Borrower covenants and agrees that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally all claims and demands, subject to any declarations, easements or restrictions listed on a schedule of exceptions, against any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS

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 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.

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 of each month the sum of the Funds for taxes and insurance. The Funds shall be held in an institution on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution on the basis of assessments and bills and reasonable estimates thereof. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling same. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, with each 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 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 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 held by Lender shall be insufficient 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 held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held 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 the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Lien.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied against the Property, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums 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 held by Lender shall be insufficient 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.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that required to pay the sums secured by this Deed of Trust.

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 1 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies shall be in favor of and in full for the benefit of Lender. Lender shall have the right to hold the policies and renewals thereof, and to receive all renewal notices and all receipts of paid premiums. In the event of loss, Lender may make proof of loss if not made promptly by the insurance carrier.

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 materially affected. If restoration or repair is not economically feasible or if the security of this Deed of Trust would be materially affected, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the insurance carrier offers to settle a claim for insurance benefits, Lender shall have the right to accept or reject such offer.

6. **Preservation and Maintenance of Property.** Lender shall keep the Property in good condition and shall comply with the provisions of any lease of this Deed of Trust as a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the covenants and agreements of this Deed of Trust as if the rider to the Declaration of Condominiums or Planned Unit Development, and the covenants and agreements of this Deed of Trust, shall be deemed to be part of this Deed of Trust.

7. **Production of Documents.** 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, Lender may, at its option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as reasonable attorney's fees and costs of making the same, and in order to protect Lender's interest, including, but not limited to, disbursement of funds by the Deed of Trust, Borrower shall pay the premiums required to maintain such insurance. Borrower shall pay the amount of all mortgage insurance premiums in the event of loss.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower to Lender. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon demand by Lender, and shall bear interest from the date of disbursement at the rate of such rate would be contractually payable under applicable law, in which event such amounts shall bear interest at the highest rate permitted by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may, for cause to be made reasonable entries upon and inspections of the Property, provided prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

4. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust immediately prior to the date of the taking of the Property. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust immediately prior to the date of the taking of the Property. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust immediately prior to the date of the taking of the Property.

9. Condemnation. In the event of a condemnation or other taking of the Property, all proceeds shall be applied to the same, unless Borrower elects a partial taking of the Property. In the event of a partial taking of the Property, the proceeds of such taking shall be applied to the same, unless Borrower elects a partial taking of the Property. In the event of a partial taking of the Property, the proceeds of such taking shall be applied to the same, unless Borrower elects a partial taking of the Property.

[illegible]

11. **Forfeiture by Lender Not a Waiver.** Lender's failure to exercise any right or remedy hereunder, or its failure to enforce any provision of this Deed of Trust, shall not be a waiver of Lender's right to exercise any such right or remedy hereunder, or shall not preclude the exercise of any such right or remedy. Any forbearance by Lender shall not be a waiver of Lender's right to exercise any such right or remedy hereunder, or shall not preclude the exercise of any such right or remedy. Lender's failure to exercise any right or remedy hereunder, or its failure to enforce any provision of this Deed of Trust, shall not be a waiver of Lender's right to exercise any such right or remedy hereunder, or shall not preclude the exercise of any such right or remedy.

12. **Remedies Cumulative.** All remedies or remedies under this Deed of Trust or otherwise shall be cumulative and shall not be exhausted by the exercise of any one or more of them.

[illegible][illegible]

13. Barrow's Deed of Trust Governed by the laws of the State of Alaska. The Deed of Trust shall be governed by the laws of the State of Alaska, and the laws of the State of Alaska shall be given effect without the conflicting provision, and the laws of the State of Alaska shall be given effect without the conflicting provision, and the laws of the State of Alaska shall be given effect without the conflicting provision.

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[illegible][illegible]

NOT A LIVE FISHING CONTRACT

[illegible]

11 Lender involves the purchase of an event of default and of the in each county in which the Property is prescribed by applicable law, trustee may be required by such time as may be required by section to the highest bidder at the time and in such order as the trustee may determine at the time of any public sale of the Property in any state.

[illegible][illegible]

secured by this Deed of Trust shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Receivership; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the entire interest in the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof, 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 enter upon, take possession of and manage the Property and to collect the rents therefrom. All rents collected by Lender or the receiver shall be applied first to payment of the costs of administration of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and shall be liable to account only for those rents actually received.

11. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may advance to Borrower, at Lender's option, any and all Future Advances, with interest thereon, as provided by promissory notes secured by this Deed of Trust. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust and all notes secured by this Deed of Trust. Lender shall request Trustee to reconvey the Property and all notes evidencing indebtedness secured by this Deed of Trust to Borrower, without warranty and without charge to the person or persons legally entitled to the Property, with applicable law. Lender may from time to time remove Trustee and appoint a successor trustee or trustees, without reconveyance of the Property; the successor trustee shall execute and deliver a deed of reconveyance upon the Trustee herein and by applicable law.

12. **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 as provided by applicable law.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and seals at the City of New York, New York, on the 14th day of May, 1964.

~~X~~ ~~10-1~~ ~~11-11~~

STEPHEN R. OTT
—Borrower

X Cloudy Blue Pt

STATE OF OREGON, Klamath County, _____

On this 1st day of August, 1978 personally appeared the undersigned

X *Sept. R. Ott*
STEPHEN R. OTT —Borrower
X *Wendy Sue Ott*
WENDY SUE OTT —Borrower

STATE OF OREGON, Clatsop County ss:

On this 1st day of August, 1978, personally appeared the above named STEPHEN H. OIT and JENDI SUZ OIT, Husband and Wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Mr. Commissioner of the
Before me

Dickie J. Kargreaves
VICKIE J. KARGREAVES
Notary Public for the Oregon
My commission expires 10/2/81
VEYANCE

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned, 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 to reconvey, without warranty, all the estate now held by you in this Deed of Trust to the person or persons legally entitled thereto.

姓名	性别	年龄	籍贯	民族	文化程度	职业	婚姻	健康状况	宗教信仰	政治面貌	特长	备注
王德胜	男	45	山东烟台	汉族	高中	教师	已婚	良好	无	中共党员	擅长书法	
李秀英	女	38	河南郑州	汉族	初中	工人	已婚	良好	无	共青团员	擅长舞蹈	
张国强	男	52	江苏苏州	汉族	大学	工程师	已婚	良好	无	中共党员	擅长编程	
刘小红	女	28	四川成都	汉族	高中	护士	已婚	良好	无	共青团员	擅长钢琴	
陈为民	男	40	广东广州	汉族	初中	农民	已婚	良好	无	中共党员	擅长种植	
赵子龙	男	35	湖南长沙	汉族	高中	司机	已婚	良好	无	共青团员	擅长驾驶	
周美兰	女	55	浙江杭州	汉族	小学	退休	已婚	良好	无	中共党员	擅长烹饪	
吴大伟	男	25	北京海淀	汉族	大学	学生	未婚	良好	无	共青团员	擅长运动	
孙丽娟	女	42	安徽合肥	汉族	初中	售货员	已婚	良好	无	中共党员	擅长销售	
郑志远	男	30	福建厦门	汉族	高中	程序员	已婚	良好	无	共青团员	擅长网络	
冯小芳	女	22	广西桂林	汉族	小学	教师	未婚	良好	无	共青团员	擅长教学	
黄永强	男	48	湖北武汉	汉族	初中	工人	已婚	良好	无	中共党员	擅长机械	
周建红	女	33	江西九江	汉族	高中	医生	已婚	良好	无	共青团员	擅长医疗	
吴国强	男	50	山西太原	汉族	小学	农民	已婚	良好	无	中共党员	擅长农业	
刘小华	女	27	云南昆明	汉族	初中	售货员	已婚	良好	无	共青团员	擅长导购	
陈为民	男	37	陕西西安	汉族	高中	司机	已婚	良好	无	中共党员	擅长驾驶	
赵子龙	男	47	河北石家庄	汉族	初中	工人	已婚	良好	无	中共党员	擅长机械	
周美兰	女	57	辽宁沈阳	汉族	小学	退休	已婚	良好	无	中共党员	擅长烹饪	
吴大伟	男	27	吉林长春	汉族	高中	学生	未婚	良好	无	共青团员	擅长运动	
孙丽娟	女	43	黑龙江哈尔滨	汉族	初中	售货员	已婚	良好	无	中共党员	擅长销售	
郑志远	男	33	内蒙古呼和浩特	汉族	高中	程序员	已婚	良好	无	共青团员	擅长网络	
冯小芳	女	23	宁夏银川	汉族	小学	教师	未婚	良好	无	共青团员	擅长教学	
黄永强	男	49	新疆乌鲁木齐	汉族	初中	工人	已婚	良好	无	中共党员	擅长机械	
周建红	女	34	甘肃兰州	汉族	高中	医生	已婚	良好	无	共青团员	擅长医疗	
吴国强	男	51	青海西宁	汉族	小学	农民	已婚	良好	无	中共党员	擅长农业	
刘小华	女	29	四川成都	汉族	初中	售货员	已婚	良好	无	共青团员	擅长导购	
陈为民	男	39	重庆重庆	汉族	高中	司机	已婚	良好	无	中共党员	擅长驾驶	
赵子龙	男	49	贵州贵阳	汉族	初中	工人	已婚	良好	无	中共党员	擅长机械	
周美兰	女	59	云南昆明	汉族	小学	退休	已婚	良好	无	中共党员	擅长烹饪	
吴大伟	男	29	广西桂林	汉族	高中	学生	未婚	良好	无	共青团员	擅长运动	
孙丽娟	女	44	广东广州	汉族	初中	售货员	已婚	良好	无	中共党员	擅长销售	
郑志远	男	34	福建厦门	汉族	高中	程序员	已婚	良好	无	共青团员	擅长网络	
冯小芳	女	24	江西九江	汉族	小学	教师	未婚	良好	无	共青团员	擅长教学	
黄永强	男	50	湖北武汉	汉族	初中	工人	已婚	良好	无	中共党员	擅长机械	
周建红	女	35	湖南长沙	汉族	高中	医生	已婚	良好	无	共青团员	擅长医疗	
吴国强	男	52	山西太原	汉族	小学	农民	已婚	良好	无	中共党员	擅长农业	
刘小华	女	30	陕西西安	汉族	初中	售货员	已婚	良好	无	共青团员	擅长导购	
陈为民	男	40	河北石家庄	汉族	高中	司机	已婚	良好	无	中共党员	擅长驾驶	
赵子龙	男	50	辽宁沈阳	汉族	初中	工人	已婚	良好	无	中共党员	擅长机械	
周美兰	女	60										

Space Below This Line Reserved For Lender and Recorder

STATE OF OREGON, COUNTY OF KLAMATH; ss.
 Subscribed for record at request of Transamerica Title Co.
 on the 4th day of AUGUST A. D. 1978 at 10:45 o'clock A.M., and
 duly recorded in Vol. 478, of Notary's on Page 1708

Wm D. MILNE, County Clerk
By Dorothy A. Smith
Fee \$12.00



INDEXED

14020
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21560

STATE OF OREGON; COUNTY OF KUMAMITH; "

and for record at request of Transamerica Title Co.

on 28th day of September A. D. 1978 at 10:45 o'clock A. M., or

1978 of Mortgages on Page 21556

Fee \$15.00

Beauregard

W. B. Miller, County Clerk