Borrowst 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.

23. 1978 the 224 (herein "Note"), in the principal sum of the intervent therein. Thousand, and no/100 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 hercof (hercin "Future Advances").

Pe is Together with all the improvements now or hereafter crected on the property, and all easements, rights, apputicnances, 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 fielding 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";

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and conveys to Trustee, in trust, with power of sale, the following described property located in the County of and conveys to irustee, in trust, with power of sale, the following of and name to irust the sale of oregon, and the sale of the sale of oregon, and the present of the sale of oregon.

existing under the laws of The United States, of America existing under the laws of The United States, of America (herein "Lender") Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants

and THIS DEED OF TRUST is made this. a. 2nd .

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UNFORM 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 sine sisteridiced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest indexing.
 Funds for Tases and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to a see any new pay and the note is paid in full.
 Funds for Tases and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this as un (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this as une (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this as une (herein "Funds") equal to one-twelfth of the yearly taxes and assessments.
 The Funds for Tases.
 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or sum to that deposits or accounts of which are insured or pay said taxes, assessments and bills, unless Lender shall apply the Funds and applicable law are performed in the funds and applicable law are performed in the funds. Lender in the funds shall be paid compiling said account and bills, unless Lender may agree in writing at the time of execution of this institution the deposits or accounts of which are insured or put said applicable law are performed and applying the Funds and applicable law are performed in the funds. Lender may agree in writing at the time of execution of this institution the deposits or accounts of which are insured or the funds. Lender the sum and compiling said account of the pay and compiling said account and the deposite or apay above interest on the Funds. Lender the sum are apriceab

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. 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 is diversed for the sum of the Funds ind ground rents, shall exceed the amount required to pay said taxes is diversed for the sum of the Funds and the diverse of the amount of the Funds and the diverse of the amount of the Funds and ground rents, shall exceed the amount rent as they fail due, such excees shall be, at Borrower's option, either being the shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fail due. Used are to Borrower or recedited to Borrower to monthly installments of Funds. Lender the funds for the sufficient to pay taxes, assessments, insurance premiums and ground rents as they fail due. Used are to Borrower any Funds thereof. Up any ment in full of all sums secured by this Deed of Trust. Lender shall promptly refund to Borrower any Funds that paragraphs 18 hereof the Property to its acquisition by Lender, any Funds held by Lender, If under paragraphs 19 hereof the Property is otherwise, all payments received by Lender under the **Application of Payments**. Unless applicable hav provide under paragraphs 1 and 2 hereof, shall be applied by Lender first in payment of amounts due and there the sum of the sum of the property which may attain a priority over this Deed of Trust, and there to advances.
 Anglication of Payments. Unless applicable to mean of the rone making addition as a credit against the sums secured by this Deed of the Note, and then to interest and and the paragraph 1 and the tot interest payable on the Note, then to the priority over this Deed of Trust.

insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

borrower snan give prompt nonce to the insurance carrier and render. Lender may make proof or loss it not made prompty 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 would 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 is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or change the amount of 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 to the sums secured by the mothly installments referred to in paragraphs I and 2 hereof or change the amount of auch 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 such 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.

acquisition. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrowers **6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrowers 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 sondaminium or a planned unit development; Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider with the rider incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider with thereof.

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. **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 and take such action as is necessary to protect Lender's interest, including, but not limited to making the loan secured by this Deed of Trust, Borrower shall pay the premiums 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 insurance disbursed by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such and be attorney's fees and entry upon the the Derower shall pay the amount of all mortgage insurance as a material 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 and the fart payable upon notice from time to Borrower requesting payment thereof, and shall be any applicable from time to Borrower requesting payment thereof, and shall be argument, such and the trate payable upon notice from time to Borrower requesting payment thereof, and shall bear interest in the argument of all mortgage insurance are distinated by this Deed of Trust. Borrower and Lender agree to other terms of payment, such and the start distored by this Deed of Trust. Borrower and Lender agree to there terms of p

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





Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.
Now-UNIFORM COVEMANTS. 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 of the prover in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of trust, including the covenants to pay when due any sums secured by this Deed of Trust, and sale of the Property. The notice shall when the caref, and the right to reinstate after acceleration and the right covenants to pays for the date specified in the notice, Lender at Lender's option may declare all of the sums secure and by this Deed of Trust to be immediate due and payable without further devices of the acceleration and sale. If the breach is not used on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secure any this is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sum secure and or before the date specified by applicable aw. Tender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in payable without further device all and may invoke the power of sale sand any other remedies provided in paragraph 18, including, but not limited to, reasonable attorney's fees.
The Lender invokes the power of sale; Lender shall execute a written notice of the accurrence is and say be required by applicable law. Tender shall be entitied to callect all reasonable costs and consult causes such and cause such and the right to restore the date specified in the property. The second and may invoke the power of sale sand and on any applicable law. Acter the payable without durits the date specified to reasonable costs and expresses fuel axes and sale. After the a

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be inimidiately due and payable. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be is satisfactory to "Lender and that the interest payable on the sums secured by this Deed of Trust to be inciderest has executed a written assumption agreement accepted in writing by Lender, Lender shall request. If Lender shall request this Deed of Trust and the Note. 18. "If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor and the berrower such option to accelerate in writing by Lender, Lender shall release Borrower's successor interest has executed, a written assumption agreement accepted in writing by Lender, Lender shall release Borrower's from argraph'14 hereof.' Such notice shall 'provide a 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:

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 contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. The captions and headings of the paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several 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 there address as Borrower as provided herein. Any notice provided herein may designate by notice to Borrower as provided herein or to Borrower as provided herein and designate by notice to Borrower as provided herein or to a such other address as Lender may designate by notice to Borrower as provided herein or to be used to 15. Uniform Deed of Trust shall be governed by the faw of the given in the manner designated herein or to 15. Uniform Deed of Trust shall be governed by the law of the jurisdiction in which the Property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provisions of this Deed of Trust and the Note are declared to be severable. 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of the provisions of this Deed of Trust and the Note are declared to be severable. 15. Joint Deed of Trust shall be furnished a conformed copy of the Note and of this Deed of Trust at the time and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

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 successors 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 is 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. Lender shall not be required to commence in the sums and the sums are of the sums and the sums are otherwise afforded by applicable law, shall not be a waiver of or preclude the exercising any right or remedy hereunder, or right to accelerate the maturity of the indebtedness secured by this Deed of Trust. All remedies provided in this Deed of Trust are distinct and cumulative to any other right successively.

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 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

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 new or conservation of a solution of the Property, or part thereof, or for conveyance in new or conservation of a solution of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, 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 Trust immediately prior to the date of the proceeds of the Borrower.

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secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. 19120: 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. 0.6. 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 liable to account only for those rents actually received.

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. ²¹⁰ **21**:10 **Bufure '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. **21: Reconveyance**: 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' future's the Broperty without warranty and without charge to the person or persons legally entitled thereto: Such person or persons legally entitled thereto: Such person or persons shall be advected with applicable law. Lender may from time to time remove Trustee and appoint a 'successor trustee on any Trustee appointed hercunder. 'Without conveyance of the Property, the successor trustee shall suice of Property. The Property is not currently used for agricultural, timber or grazing purposes. ²¹² **225: 34ttorney's Feesi** 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. IN WITNESS WHEREOF, BOTTOWET has executed this Decord in she had be unlied remained by the decord of the decord of the left of a stand of the respective of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower of the decord of the decord of the decord of the Bottower Steib -Borrowei -Borrower NON-UNIFORM COVENNES BOTTOMOL AND COMP THINS STATE OF OREGON. KI amath State of Orecon. KI amath But of the second of the foregoing instrument to be a the i.e. voluntary act and deed. the foregoing instrument to be a CDelr. voluntary act and deed. Concerning a sent of the part lotary Public for Oregon 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. estate now held by you under this Deed of Trust to the person or persons legally entitled there {? Fully in freed of Fract Covering Fint Second restriction of the second successively 13. Su Maccessively.
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