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SECURITY SAVINGS AND LOAN Vol. 78 Fage 229 222 South 6th Street

Klamathi Falls; Oregon Un9760 Part of the second states of the second part of the second seco 5 (21.23) (*****

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THIS DEED, OF TRUST is made this. 19:78 among the Grantor, a PHILIP C, HOFFMAN AND MARY PATRICIA HOFFMAN, Husband and Wife to a statistic statistic difference (herein "Borrower"), D. L. HOOTS

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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 KIAMATH: Stor, Internet control to up offerth of the State of Oregon:

top using the matching of period is a substantial state of the city of Klamath Falls, Lot 2: Block 50; Hor SPRINGS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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([Street] Oregon. [State and Zip Code]

progether with all the improvements now or hereafter crected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated . . October . . 11, 1978. (herein "Note"), in the principal sum of FORTY. IWO. THOUSAND. AND NO/10.0 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2003 and a start the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and

agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant 10.1 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.

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permissible 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 interest in the Property. MYTELO

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it 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 is be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid 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 Store or to the sums secured by this Deed of Trust, with is Deed of Trust, with is days from the "Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend in and to any insurance policies and in and to the property is acquired by Lender, all right, title and interest of Borrower acquisition. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower acquisition. Any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition. Any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition. Any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition. Any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition. Any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition. Any interest on the extent of the sums secur

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 give prompt furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower by Borrower

shall give to Borrower, without charge, an annual accounting of the Funds have interest of earnings on the Funds. Lender by this Deed of the sum security for the sum secured by this Deed 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 by pay said taxes, assessments; insurance or credited to Borrower on monthly installments of Funds. Pay and the future monthly installments of Funds payable prior to assess that in the due face of the Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender, together with the future monthly installments of Funds. If the amount of the Funds held by use the sessessments; insurance premiums and ground rents as they fall use the sessessments; insurance premiums and ground rents as they fall use the funds. We held by Lender, the Borrower requesting bayment thereof.
Upon payment in full of all gayment thereof.
Application of Payments. Unless applicable have provides otherwise, all payments received by Lender, any Funds to and payments. Include the applied by this Deed of Trust.
Application of Payments. Unless applicable have provides otherwise, all payments received by Lender, any Funds to and pay and a streed stable be applied by this Deed of Trust.
Application of Payments. Unless applicable have provides otherwise, all payments received by Lender inder the provide which may attrain a priority over this Deed of Trust.
Application of Payments. Borrower shall pay all taxes, assessments and other charges, fines and information attributable to the provide the stable payment fraction by Lender, and then to interest payable on the Note, and then Note, and then to interest payable on the Note, and then to interest payable on the Note, and then the site payment are applicable payments or ground rents, stable payment, when due, directly torder all promptly

UNIFORM COVEMANTS. 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 indebiedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on the 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. Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. The Funds's equal to one-twelfth of the yearly taxes and assessments which may attain priority over this 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 invertifying and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds, analyzing said account per do Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law prequires to be paid, Lender shall not be required to pay Borrower interest on the Funds, and pplicable law pred of Trust. Pred of Trust that, interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law pred of Trust. Pred of Trust that, interest on the Funds was made. The Funds are pledged as additional security for the sums secure shall give to Borrower, which each debit to the Funds, was made. The Funds are pledged as additional security

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





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 and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrowers 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 otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the date of as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of the Borrower.

paid to Borrower. If the Property is abandoned by Borrower, lor 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 such installments. 10 Borrower Not Beleased. Extension of the time for navment or modification of amortization of the sums secured

such installments. 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or 11. Forbearance 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 Deed 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.

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, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. 14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to

The captions of paragraph 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 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 the Property Address or at such other address as Borrower may designate by notice to Lender saddress stated herein, or to (b) any notice to Lender to the any designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. This form of 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; Severnebilty. 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 in the event that any provision or clause of this Deed of Trust or the Note are declared to be severable.
16. Borrower's Copy. Borrower shall be given and the Note are declared to be severable.
17. Transfer of the Property; Assimption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's splite constant ender solution of a secure shall be given by and it enant of (d) the grant of any lenschold appliances, (e) a transfer by devise, this Deed of Trust is to be sold or, transferred reach any lenschold appliances, (e) a transfer by devise, and on the death of a join tennant of (d) the grant of any lenschold appliances, (e) a transfer b

Non-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: Non-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to breach; by which such breach must be cured; 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 Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence inform Borrower of the right to reinstate after acceleration and sale. If the breach is not cured on or before the date 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 specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender invokes the power of sale, Lender shall excue 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 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 ON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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.
20: Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower 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 have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver: shall be entitled to enter upon, take possession of and manage the Property and to collect the retis 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 autorney'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.
1:2: Future: Advances: Upon request of Borrower, Lender, at Lender's option prior to tail reconveyance of the Property by Trustee to Borrower, for and all notes evidencing indebtedness secured by this Deed of Trust when evidenced by promisory notes stating that said notes are secured hereby.
2: Reconveyance: Upon payment of all sums secured by this Deed of Trust et or reconvey the Property without warranty and without charge to the person or persons legally entitled thered. Such person or persons shall pay all costs of recordation, if any.
2: Reconveyance: Upon payment of all sums secured by this Deed of trust end appoint as secured by this Deed of Trust and all notes evidencing indebtedness se

any, which shall be awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. And the product of the second second and control of the second se ់ន -Borrower -Borrower TINNER CONDUCTS BUILDING ON LONGE IN DECEM Philin C. Boffman and Mary Patricia Hoffman and acknowledged the foregoing instrument to be their. voluntary act and deed. I struktive policy in a from the Flapsrik is to the company of the second strukture in the second stru Contract seals to be a paint the protocol and the Before me: My Commission expires: approximation of the Before me: under the Before me: My Commission expires: approximation of the Before me: Notar approximation of the Before of the Before me: Notar Contract of the Before of the Before me: Notar Contract of the Before of the Before me: Contract of the Before of the Before me: Notar Contract of the Before of the Before of the Before me: Contract of the Before of the Before of the Before me: To TRUSTEE: Contract of the Before of the Before of the Before me: The understand of the Before of the Before of the Before me: The Before me: Definition of the Before of the Before me: Definition of the Before me: Notar Notar ONIX VES Notary PublicHor Oragon My commission expires 10 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 cancei 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 enti-restrictions of the person estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. Biococceptel.
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 Biology and Fills Discours in the product of brodschube daniel, and americand of and present of a second statement of the head of the distance of the distance of the second in the second statement of the second statemen All her bank us and part of the for record at request of <u>Klamath County Title Co</u> <u>All her banks</u> <u>Manual Manual II and the dot of <u>Cotaber</u> <u>A. D. 1978.</u> at 3:30 lock PM., or <u>All her banks</u> <u>Manual II and the dot of <u>Montgages</u> on Page 2298 <u>All her banks</u> <u>Manual Miny recorded in Vol. <u>M78</u>, of <u>Montgages</u> <u>Manual Miny F</u></u></u></u> on Page 22986 There is generated by the probability of the proba Wm D. MILNE, County Clork els Condemnation. Userproceeds of say ward or visite the isotropy definition of other taking of the Property, we purchased in the conversion and shall be prid to teacher.