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SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO

First Mational Early of Oregon Real Estate Larn Michigan P. O. Box 1936 Klamath Falls, Gre. 97601

DEED OF TRUST

THIS DEED OF TRUST is made this 24 day of AUGUST

19.78, among the Grantor, ROGER GLENN BURROUGHS AND SUSAN K. BURROUGHS

HUSBAND AND WIFE (herein "Borrower"),

TRANSAMERICA TITLE INSURANCE COMPANY (herein "Trustee"), and the Beneficiary,
FIRST NATIONAL BANK OF OREGON , a corporation organized and
existing under the laws of THE UNITED STATES OF AMERICA , whose address is

1300 S. W 5TH PORTLAND, OREGON (herein "Lender").

A tract of land situated in the SE_4^1 of Section 19, Township 39 South Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at an iron pin which marks the corner common to Sections 19, 20, 29 and 30; thence West 685 feet; thence North parallel to the East line of said Section 19 to the South line of the property described in Book M-69 at page 9420, Microfilm Records; thence North 87°09' East 685 feet more or less along the South line of said property described in M-69 at page 9420, to the East line of said Section 19; thence South 1000 feet, more or less to the point of beginning.

Re-recorded to correct date to correspond with date of note.

RE-re-recorded to showinitials on both attachement and Trust Deed.

다는 등을 발표하다는 경기를 보고 한다면 한 경기를 가장하고 있다. 그들은 '' 마이트를 가는 하는 것으로 하는 또 한 경기를 하는 것으로 하는 것으로 가장하는 것으로 하는 기록 경기를 보고 있었다. 그런 다른 것간 되었다면 하는 것을 받는 것을 못 하는 것으로 하는 것

which has the address of7746 REEDER ROAD KLAMATH FALLS [Street] [City]

OREGON 97601 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected 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";

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

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RE-92 9-75

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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 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 monthly installments of principal and interest are payable under the Note, until the Note is paid in full. The Note in "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this assessment of the property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from Deed of Trust, and ground rents on the Property, if any, 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 and bills, unless Lender pays Borrower interest on the Funds and applicable law or verifying and compiling said assessments and bills, unless Lender may agree in writing at the time of execution of this or verifying and compiling said assessments and bills, unless Lender may agree in writing at the time of execution of this permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the Punds shall be paid to Borrower, and unless such alterest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the requires such interest to be paid, Lender shall not

held 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. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds with 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 the time of application as a credit against the sums secured by this Deed of Trust, all payments. Punds held by Lender the time of application as a credit against the sums secured by this Deed of Trust, all payments received by Lender under the Lender paragraphs 1 and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender under by under paragraph 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under the principal on any Future Advances.

4. Charges, Liens, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributate to principal on any future advances.

4. Charges, Liens, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the sevent Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments to the payer thereof. Borrower shall promptly furnish to Lender such lien by or defend enforcement of the obligation secured by Borrower shall promptly discharge any such lien so long as Borrower shall promptly furnish to Lender receipted, that Borrower shall not be got proveded to discharge any such lien so long as Borrower shall greece in writing to the payment of the obligation secured by the provided to discharge an

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage.

All insurance policies and renewals thereof, Lender shall have the right to hold the policies and renewals thereof, 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, and Borrower shall promptly furnish to Lender all renewal notices and Lender. Lender may make proof of loss if not made promptly by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of 1055 it not made prompts 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. It such restoration or repair is not economically feasible or if the security of this Deed of Trust would not thereby impaired. It such restoration or repair is not economically feasible or if the security of this Deed of Trust would not thereby impaired. It such restoration or repair is not economically feasible or if the security of this Deed of Trust would not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid not be of the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the Borrower. If the Property is abandoned by Borrower fails to respond to Lender within 30 days from the observance is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender date notice is mailed by Lender to Borrower that 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 of to the sums secured by this Deed of Trust immediately prior to the sale 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 in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale in and to any insurance policies and in and to the proceeds thereof resulting from damage

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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the condominium or a planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development in the covenants and agreements of such rider rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of this Deed of Trust as if the 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.

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 paragraph 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, disbursement of bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to maintain such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursed to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and 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 Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the insurance in effect until such time as the requirement to this paragraph 7, with interest thereon, shall become additional manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall becare interest from the indebtedness of Borrower secured by this Deed of Trust. Unless Borro

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. interest in the Property.

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 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 taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such installments.

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 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.

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 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.

or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigus 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 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 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 as provided herein. Any notice provided for in this 15. Uniform Deed 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 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

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.

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 to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person 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, 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 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.

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 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 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.

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 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 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.

Property at any sale.

Property at any sale.

Trustee 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 facie 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 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 of the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if; (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust; Lender's interest in the Property and Borrower's obligation to pay the sums

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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 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, 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.

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, 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. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if an

| a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties 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. 25. 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 awarded by an appellate court. |
|---|
| IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. |
| |
| ROGER GLENN BURROUGHS —Borrower |
| Susan K. Burroughs -Borrower |
| STATE OF OREGON, KLAMATH County ss: |
| On this |
| Cofficial Seat). Before me: |
| My Commission expires: 2-3-79 Lu Duloen Notary Public for Oregon |
| REQUEST FOR RECONVEYANCE To TRUSTEE: 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. |
| Date control in approximation of the property |
| (Space Below This Line Reserved For Lender and Recorder) |
| CATE OF OREGON; COUNTY OF KLAMATH; ss. |
| iled for record of request ofTransamerica Title Co. |
| A. D. 19.78 at11: 06clock A. M., and |
| duly recorded in Vol. M78, ofNortgages on Page 19300 |
| By Demetho Salbrid Fee \$12.00 |
| Fee \$12.00 |
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| | Fied for record COUNTY OF KLAMATH; 85. |
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| | Filed for record at results of KLAMATH; 85. |
| | Filed for record at request of <u>Transamerica Title Co.</u> Hois 23rd day of January |
| | duly recorded in Vortage A. D. 19 79 at 3:05 P M., and the state of th |
| | duly recorded in Vor cuthissions A. D. 19 79 at 3:05 lock M., and or page 1968 Wm D. Milhe, County Clerk Fee \$15.200 |
| | TO BEEN |
| STATE OF OREGON; COUN | NTY OF W. |
| ~ Y CELLILY Fhat 41 | 트레이션 대통령 등 있는 경험하다. 전 현실 경험 등 전 등 보고 있는 그 등 하시고 있는 하는 것이 있다. 그런 하는 그 보고 있는 것이 되었다. 그 등 ¹⁷⁷ 하는 것이 되었다. |
| March A.D., 1979 a | nin instrument was received and filed for record on the 30th day of 3:20 o'clock P M., and duly recorded in Vol M79 |
| FEE ^{\$15.00} | WM. D. MILINE, County Clerk |
| | by secretary folds |
| | Deputy |