X-31757.

WHEN RECORDED MAIL TO UNITED STATES MALEGIAL BANK OF OREGON RESIDENTIAL PROPERTY FINANCING ROOM 1000 309 S.W. 6th

9. 0. BOX 4412 PORTLAND, OREGON 97208 65639

Vol. 79 Page **8501**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of April 19. 79, among the Grantor,Wayne M. Flaming, Evelyn M. Flaming and Patri S. Flaming (herein "Borrower"),
Klamath County Title Company (herein Borrower), and the Beneficiary,
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: CAll the following described real property situate in Klamath County, Oregon:
A portion of Lots 14, 15 and 16, Block 71, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, more particularly described as follows:
The Easterly line of Lakeview Avenue, 30 feet to a point and the true point of beginning of the tract to be hereinafter described; thence continuing South 28°21½' East along the Easterly line of Lakeview Avenue to the most Southerly corner of said Lot 16; thence Northeasterly along the line between Lots 14, 15, 16, and 17 of said Block and Subdivision to the most Easterly corner of said Lot 14; thence North 41° 19' West along the Easterly line of said Lot 14, 71.78 feet to a point; thence Southwesterly to the true point of beginning.
TOGETHER WITH a strip of land 10 feet in width described in Deed from Thomas Thomson and Eleanor Thomson, husband and wife, to Jack R. Schulze and Barbara L. Schulze, husband and wife, dated April 5, 1971, recorded April 7, 1971, in Volume M71, page 8666, Microfilm Records of Klamath County, Oregon, and more particularly described as follows:
A tract of land situated in Lots 14, 15 and 16 of Block 71, BUENA VISTA ADDITION, described as follows:
Beginning at a point which bears North 41°19' West, 71.78 feet from the Easterly corner of Lot 14; thence North 41°19' West, 10.27 feet along the Easterly line of Lot 14 to a point; thence South 61°38'30" West, 128.41 feet to a point on the Westerly line of Lot 16; thence South 28°21'30" East 10.00 feet along the Westerly line of Lot 16 to a point; thence North 61°38'30" East, 130.70 feet to the point of
beginning. which has the address of 1855 Lakeview Avenue Klamath Falls (Street) (City)
Oregon 97601 (herein "Property Address"); [State and Zip Code]
- the test of the second of the property and all easements lights.

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.

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.

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 his plus one-twelfth of yearly premium installments for hazard insurance, 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 insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said ascount permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this requires such interest to be paid. Lender shall be paid to Borrower, and unless such agreement is made or applicable law Deed of Trust that interest on the Funds shall be required to pay Borrower interest or earnings on the Funds. Lender 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 installment of Funds and the by this Deed of Trust.

by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds shall apply, no later than immediately prior to the sale of the Property is otherwise acquired by Lender, lender than immediately prior to the sale of the Property or its acquisition by Lender, any Funds 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.

Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payments received by Lender under the under paragraph 2 hereof, then to interest payable on the Note, then to the principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly event Borrower shall make payment directly. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments, required to discharge any such lien so long as Borrower shall promptly furnish to Lender receipts evidencing such payments, required to discharge any such lien so long as Borrower shall promptly furnish to Lender receipts evidencing such payments, required to discharge any such lien so long as Borrower shall agree in writing to the payment of the borrower shall not be such lien in a manner acceptable to Lender, or shall in good fanth contest such lien by or defend entorcement of such hen in.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured and in

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 notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly by Borrower.

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 be impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property. date notice is maned by Lender to Borrower that the insurance carrier oners to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower 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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration condominium or planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development and constituent documents. If a condominium or planned unit development shall be incorporated into and shall amend and supplement the covenants and agreements of such 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 metaling, 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 reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a murance in effect until such time as the requirement tor such insurance terminates in accordance with Borrower's and manner provided under paragraph 2 hereof.

Any amounts disbursed by I ender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from I ender to Borrower and I ender agree to other terms of payment, such date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment, such date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment, such date of disbursement at the rate payable from I ender to Borrower requesting payment the toof, and shall bear interest from the at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate any action hereumder.

8. Inspection I ender may make or cause to be made reasonable entries upon and inspections of the Property, provided

any action nereunder.

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 I ender's

ceeds of any award or claim for damages, direct or consequential, in connection with any 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. In the event of a partial taking of the Property, unless Borrower and Lender with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender ot otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust immediately prior to 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 taking, with the balance of the proceeds paid to Borrower. paid to Borrower.

If the Property is abandoned by Borrower fails to respond to Lender within 30 days after the date such notice is 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.

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 Released. Extension of the time for assume the date of the proceeds.

or postpone the due date of the monthly installments referred to an paragraphs 1 and 2 nervol of change the amount of 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. 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 proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums required 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 hereinder, 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 I ender'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 remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently successively.

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.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements here is successived. The provisions of paragraph 17 hereof. All covenants and agreements of Lender and Borrower, contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

14. Notice. Except for any notice required under applicable law to be given on another manner, (a) any notice to interpret or define the provisions hereof.

15. Notice. Except for any notice required under applicable law to be given on another manner, (a) any notice to the Property Address of Trust shall be given by certified mail addressed to Borrower at the Property Address of the given by the shall be given by certified mail addressed to Borrower and the Property Address of the property Ad

Non-Uniform Covenants. Borrower and Lender turther covenant and agree as tollows.

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 the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice shall further breach; (3) 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 inform 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 inform Borrower of the right to reinstate after acceleration and sale. If the breach is not cured on or before the date inform Borrower of the right to reinstate after acceleration and sale. If the breach is not cured on or before the date inform Borrower of the right to reinstate after acceleration and sale. If the breach is not cured on or before the date inform Borrower of the right to reinstate after acceleration and sale. If the breach is not cured on or before the date information and sale. If the breach is not cured on or before the date information and sale information

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 attorneys fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written 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 sale in the of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice of sale in the of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice of sale in the 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 to an event of default and of Lender's election to the order as an event of sale in the property at a public manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at the property of any sale.

public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the 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 tute exidence; (b) to all sams secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust discontinued at any time. Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Linst discontinued at the prior to the earlier to occur of (i) the firth day before sale of the Property pursuant to the power of sale contained in the Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if (a) Borrower pass 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 to the due under this Deed of Trust, the Note and notes securing Future Advances as provided in this Deed of Trust, and Trustee's neutroning the covenants and agreements of Borrower pass all reasonable expenses incurred by Lender's and Trustee's remedies as provided in paragraph 18 hereof. Borrower pass all reasonable expenses incurred by Lender's and Trustee's remedies as provided in paragraph 18 hereof. Borrower pass all reasonable autorney's fees; and (d) Borrower takes such action as Lender may reasonable to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums to assure that the lien of this Deed

And the fifte, power and discounters are necessary without convergence on the property. The successor trace and the property is not property in the property in the property is not property in the property i	Frust an Borrowe traph 1 le. at or by llect the baymen iums on receiver of the hercon, convey Trust intitled proint shall
State of Oregon, State of Oregon, On this day of April 1979, personally appeared the above named Patti 5, Flaming State of Oregon, State of Oregon, On this day of April 1979, personally appeared the above named 1970 of the personal o	ees, if
Wayne M. Flaming Fatti S. Flaming Frelyn M. Flami	
State of Oregon, On this	rower
On this	
Wayne M. Flaming and Evelyn M. Flaming — personally appeared the above named the foregoing instrument to be their voluntary act and deed. State of Oregon, — County ss: On this day of	ower
State of Oregon, State of Oregon, On this lett day of above named — Patti S. Flaming — and acknowledged the foregoing instrument to be the voluntary act and deed. Before me: Notary Public for Oregon (Space Below This Line Reserved For Lender and Recorder)	
State of Oregon, State of Oregon, On this lett day of above named — Patti S. Flaming — and acknowledged the foregoing instrument to be the voluntary act and deed. Before me: Notary Public for Oregon (Space Below This Line Reserved For Lender and Recorder)	
State of Oregon, State of Oregon, On this lett day of above named — Patti S. Flaming — and acknowledged the foregoing instrument to be the voluntary act and deed. Before me: Notary Public for Oregon (Space Below This Line Reserved For Lender and Recorder)	ned
State of Oregon, State of Oregon, On this lett day of above named — Patti S. Flaming — and acknowledged the foregoing instrument to be the voluntary act and deed. Before me: Notary Public for Oregon (Space Below This Line Reserved For Lender and Recorder)	ged
On this day of above named — Patti S. Flaming — and acknowledged the foregoing instrument to be MA voluntary act and deed. Before me: Notary Public for Oregon (Space Below This Line Reserved For Lender and Recorder)	
On this day of above named — Patti S. Flaming — and acknowledged the foregoing instrument to be MA voluntary act and deed. Before me: Notary Public for Oregon (Space Below This Line Reserved For Lender and Recorder)	
above named ——Patti S. Flaming ————————————————————————————————————	
(Space Below This Line Reserved For Lender and Recorder) FATE OF OREGON; COUNTY OF KLAMATH.	
(Space Below This Line Reserved For Lender and Recorder) FATE OF OREGON; COUNTY OF KLAMATH.	,
TATE OF GREGON; COUNTY OF KLAMATH	•
TATE OF GREGON; COUNTY OF KLAMATH	
TATE OF OREGON; COUNTY OF KLAMATH: 45	
COUNTY OF KLAMATH:	
, J (-	
for record at request of Klamath County Ten	
ols 18th day of April	
duly recorded in Vol. 172 at 10:0 clock M., and	
duly recorded in Vol. N79, of Northwest on Page 8501	
2 Wm B. MINE C	
By Den the County Clark	
Fee \$12.00	