WHEN RECORDED MAIL TO 9904
Security Savings & Loan
222 South 6th Street
Klamath Falls, Oregon 97601

Vol. 79 Page 15530

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

7 THIS DEED OF T	RUST is Many his 20th
AND WIFE	RUST is med This. 29thday of JUNE ntor, JOHN CLAYTON CROCKER AND NORMA ILER CROCKER HUSBAND (herein "Borrower")
SECURITY SAVINGS AL	
existing under the laws o	OREGON , a corporation organized and Klamath Falls. Organ 97503 , whose address is
Borrower, in cons	CREGON (herein "Trustee"), and the Beneficiary OREGON , a corporation organized and Klamath Falls, Oregon 97601 , whose address is (herein "Lender").
and conveys to Trustee, KLAMATH	deration of the indebtedness herein recited and the trust herein created, irrevocably grants in trust, with power of sale, the following described property located in the County of State of Oregon:

SEE ATTACHED DESCRIPTION

· XX (1914년 - 1914년 N. 1914년 의 - 1914년 등 기본	A 45 A 1	
which has the address of . Wocus Road Klamath Ralls		100
Klamath Falls,		
Oregon 107604 (1997) Constitution to the constitution of the const	• • • • • • • • •	• • • • • • • • •
[State and Zin Code] (herein "Property Address")	[City]	
[State and Zip Code]		
4. 1. 1915 (1.1.) 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		

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 hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be (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.

15531

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 on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to any the principal of and interest on the principal o

intentedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of any fluture 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 a sum (herein "Funds") 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 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 to pay said taxes, assessments, permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to 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.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds by Lender 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

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.

Upon payment in full of all sums secured by this Deed of Trust. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender any Funds shall apply, no later than immediately prior to the sale of the Property is otherwise acquired by Lender. Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the 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 provided under paragraph 2 hereof or, if not paid in such manner by Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. Some payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments receipts evidencing such payments are promptly discharge any lien which has priority over this Deed of Trust, provided, that Borrower shall promptly furnish to Lender receipts evidencing such payments, such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in a Borrower shall promptly furnish to Lender receipts evidencing such payments, such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in a gainst loss by fire, hazards included within the term "extended coverage" and such other hazards as Londer may require provided, that Borrower shall not be lien or forteiture of the Property or any part thereof. The insurance

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 if 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 to thereby 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 date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender 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 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 sums secured by this Deed of the sums secured 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

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 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 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 it the rider of 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, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a Lender's written agreement or supplicable law. Borrower shall pay the premiums required to maintain such manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the permissible under applicable law. Nothing contained in this paragraph 7 shall require the Note unless payment of interest at the highest rate any action hereunder.

8 Inenection 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 Lender's

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 resid to Borrower.

taking bears to the lair market value of the riopers, make paid to Borrower, that the condemnor offers to make If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make 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's option, either to restoration or repair of the 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 the proceeds.

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, by this Deed of Trust granted by Lender to any 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 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.

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, 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, subject to the provisions of the paragraphs of this Deed of Trust are for convenience only and are not to be used to

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 tertified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender's aprovided herein, and the Property Address or at such other address as Borrower may designate by notice to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower or Lender when given in the manner designated herein. 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; 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 not affect other provisions or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall 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 or the Note which can be given effect without the conflicting provision.

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. It 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, to be sold

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; (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; (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 dectare 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.

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 of the property of some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at p

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 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 or (ii) the fifth day before sale of the Property pursuant to the power of sale contained in this prior to 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, contained in this Deed of Trust, and in enforcing Lender's interest in the Property and Borrower's obligation to pay the sums 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 of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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. Judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver 121. 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, 22. Reconveyance Linder and the revidenced by promissory notes stating that said notes are constant and the receiver shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are constant thereon.

to Trustee. Trustee shall reconverthereto. Such person or persons 23. Substitute Trustee. In a successor trustee to any Truste succeed to all the title, power and 24. Use of Propagate. The	this Deed of Trust and all notes eviden y the Property without warranty and with shall pay all costs of recordaine, if any accordance with applicable law, Lender me appointed hereunder. Without convey I duties conferred upon the Trustee here	tay from time to time remove Trustee and appoint
	rrower has executed this Deed of Trust.	
	John Clayton Norma Iler C	Gocker -Borrowe
STATE OF OREGON,K1:	amath	Borrowe
John Carry F		.County ss: 19.79., personally appeared the above named acknowledged
(Official Seal)	Before me:	STEVE R. LUNDOKEN
My Commission expires:		Notary Public for Orogen
		Notary-Public for Oregon
ald note of notes and this David	REQUEST FOR RECONVEYA or of the note or notes secured by this d by this Deed of Trust, have been paid of Trust, which are delivered hereby, Deed of Trust to the person or person	Deed of Trust. Said note or notes, together in full. You are hereby directed to cancel
Date:		is legally entitled thereto.
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PARCEL 1

Beginning at a 5/8" iron pin on the East line of NE¼NW¼ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, which lies North along ¼ line a distance of 156.43 feet from the Northeast corner of said SE¼NW¼ of Section 7; thence West 322.15 feet to a 5/8" iron pin which is also the Easterly right of way of Old U. S. Highway 97; thence North 13° 30' West 133.69 feet along Easterly right of way of Old U. S. Highway 97 to a 5/8" iron pin; thence East 353.36 feet to a 5/8" iron pin; thence South 130.00 feet to the point of beginning, in the County of Klamath, State of Oregon.

PARCEL 2

Starting at a 5/8" iron pin on the East line of the NE½NW¼, Section 7, Township 38 South, Range 9 East of the Willamette Meridian, which lies North along the quarterline a distance of 156.43 feet from the Northeast corner of the SE½NW¼ of Section 7; thence North 130 feet to a 5/8" iron pin denoting the true point of beginning; thence North 10.00 feet; thence West 334.44 feet to the Easterly right of way of Old U. S. Highway 97; thence South 13°, 30' East a distance of 10.28 feet to a 5/8" iron pin; thence East 333.56 feet to the point of beginning; all in Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

STATE	OF OREGO	N; COUNTY O	F KLAMATH; 88.		
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