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WHEN RECORDED MAIL TO

Klamath First Federal S & L 2943 South Sixth Shasta Plaza Branch Klamath FAlls, OR 97601

Vol. 780 Page 19562

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this
WILLIAM SISEMORE
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
The West 65 feet of the Wana of Lot 19 and the East 65 feet of the Wa of Lot 20, Block 7, ALTAMONT ACRES, IN THE County of Klamath, State of Oregon.
This instrument is being re-recorded to correct the above legal description.
which has the address of
(herein "Property Address"); [State and Zip Code]
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";
To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. September, 15, 1980
of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
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

43737-6 SAF Systems and Forms

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

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 state of 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 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 horeign and saves which may attain priority over this 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 or verifying and compiling said assessments and bills and crassonable estimates thereof.

Deed of Trust that do not be applicable and the principal of the principal of

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and 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 trust.

If the amount of Trust is the Funds held by Lender, together with the future monthly installments of Funds payable prior to the dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they full due, such exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they full due, such exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they full due, such exceed the amount required to pay taxes, assessments, insurance premiums and ground rents as they full due, and the properties of the property is sold or the Property is otherwise acquired by the deficiency within a paying and paying not a properties of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless the sums secured by this Deed of Trust.

4. Application of Payments. Unless the sums secured by this Deed of Trust.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and then to interest payable on the Note, then to the principal of the Note, and then to interest payable on the Note, then to the principal of the Note, and then to interest and to the payee thereof. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the payee the property which pay attain a priority over this Deed of Trust, and leasehold paymen

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. Borrower shall give prompt notice to the insurance carrier 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 loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and the security of this Deed of Trust is impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust is Deed of Trust would date notice is mailed by Lender to Borrower, or if Borrower fails to respond to Lender within 30 days from the sums secured by this Deed of Trust, with the excess, if any, paid Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend up and to any insurance paragraph 18 hereof the Property is acquired by this Deed of Trust in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the same secured by this Deed of Trust.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit Developments

or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale of 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 Property condominium or planned unit development, and constituent documents. If a condominium or planned unit development into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider were a part hereof.

rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider and the property of the covenants and agreements of this Deed of Trust as if the rider Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the property bankrupt or decedent, then Lender and the Lender's option, upon notice to Borrower, may make such appearances of the property of the pr

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.

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 raid to I condemnation.

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

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.

or postpone the due date of the monthly installments reterred to in paragraphs 1 and 2 hereof of stands and 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 by reason of any demand made by 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 proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums proceedings against such successor of any demand made by the original 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 of another by the 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, contained shall bind, and the rights hereof. All covenants and agreements of Borrower shall be joint and several, subject to the provisions of paragraphs of this Deed of Trust are for convenience only and are not to be used to The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to the provisions hereof.

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 interpret or define the provisions hereof.

15. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to be 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 provided for in this provided by the provided by the provided for in this provided by the provided by the provided for in this provided by the provided for the provided for in this provided by the provided by the provided for interpret to the provided for the provisional use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument and the event that any provision or clause of this Deed of Trust of the Note which can be given effect without the conflicting provision or affect other provisions of this 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 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 this Deed of Trust, (b) the creation of a provision declare all the sums secured by this Deed of Trust to be not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be not containing an option to purchase. Lender have a such option to accelerate it, prior to the sale or transfer suc

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; (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 notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice the date of a default or any other defense of Borrower to 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 invokes the power of sale, Lender shall execute or cause the pursuing the remedies provided in this law. Lender invokes the power of sale, Lender shall execute or 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 of an event of default and of Lender's election Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or

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 sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured 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 discontinued at any time. Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time. Deed of Trust of (ii) entry of a judgment enforcing this Deed of Trust it: (a) Borrower pays I ender 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, then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred. Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower Borrower pays all reasonable expenses incurred by Lender's and Trustee's remedies as provided in paragraph 18 hereot. Borrower pays all reasonable expenses incurred by Lender's and Trustee's remedies as provided in paragraph 18 hereot including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably to assure that the lien of this Deed of Trust, Lender's inter

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 years 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.

Light papointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect and retain such rents as they become due and payable. The costs of management of the Property and collected by Lender of the Property, become due and payable. All rents collected by Lender of the receiver shall be applied first to payment of the costs of management of the Property and collected by Lender of the receiver shall be applied first to payment as the 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 secured by this Deed of Trust Lender and the receiver shall be secured by this Deed of Trust When evidenced by Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust when evidenced by this Deed of Trust and all notes are secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes are secured by this Deed of Trust and all notes are secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes property in the person or persons shall pay all costs of recordation,

To W.	art. and in the Note, "attorney" or grazing purposes
IN WITNESS WHEREOF, BOTTOWER !	of Trust and in the Note, "attorney's fees" shall include attorney's fees.
In Witness Whereof, Borrower has co	xecuted this Deed of Trust
	Milen
	Mulling -
	Borrowe
	annua !
STATE OF OREGON, Klamath	Jan. 170
Klamath	~Borrower
On this 15th	County ss:
the foregoing inch	—Borrower County ss: September 19 80, personally appeared the above named and wife and acknowledged.
the foregoing instrument to be their	voluntary. Husband and Wife
(Official Seal)	acknowledged
My Commission expires: //-/2-82	Before me;
	Sur all
TO DELICE TO THE STATE OF THE S	Talor V. Steur
	Notary Public for Oregon
10 TRUSTEE: REQUES	***
With all at . Should is the nolder of the man	
said note or note.	notes secured by this Deed of Truck Co.
estate now held by you under the	are delivered by paid in full. You are hereby to
occu of Trief	r notes secured by this Deed of Trust. Said note or notes, together of Trust, have been paid in full. You are hereby directed to cancel to the person or persons legally entitled thereto.
Date:	persons legally entitled thereto.

(Space Below This Lin	ne Reserved For Lender and Recorder)
. FATE	
ATALE OF OREG	ON; COUNTY OF KLAMATH; 55.
Filed for record a	t request ofTransamerica Title Co.
this 16th	Co.
his 16th day of	
filly recorded in Vi	ol. M80 - Mortango
Carenages, and the company of the co	on Page
CONTROL STATE	Wm D. MILNE, County CI.
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TATE OF OREGON; COUNTY OF KLAMATH; 53.
iled for record at request ofTransamerica Title Co.
his <u>8th</u> day of <u>October</u> A. D. 19 80 at 11 october A., and
uly recorded in Vol. <u>M80</u> , of <u>Nortgages</u> on Page 19562
Wm D. MILNE, County Clark By Dernetha Shetsch

Acres

Fee \$17.50