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WHEN RECORDED MAIL TO
KLAMATH FIRST FEDERAL SAVINGS
& LOAN ASSOCIATION
540 Main Street
Klamath Falls, Oregon 97601

Vol. Mgc Page 19767

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST
THIS DEED OF TRUST is made this 9th
William Sisemore (herein "Borrower"),  Klamath First Federal Savings & Loan Association a corporation organized and existing under the laws of the United States of America, whose address is 540 Main Street, Klamath Falls, Oregon (herein "Lender").
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:
Lot 15, LEWIS TRACTS, in the County of Klamath, State of Oregon.
en de la composition de la composition La composition de la
which has the address of1442. Wiard, Klamath Falls,
[Street] [City]  Oregon 97601 (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. October 9th 1980

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.

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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. to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full. Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. 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 plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law or verifying and compiling said 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 permits Lender to make such a charge. Borrower and 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

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 assessments, insurance premiums and ground rents as they fall due, promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds promptly repaid to Borrower or credited to Borrower on monthly 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 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. 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 Upon payment in full of all sums secured by this Deed of 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.

Lender at the time of application as a credit against the sums secured by this Deed of Trust.

Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower Note and paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the Property which may attain a priority over this Deed of Trust, and leasehold payments due under this paragraph, and in the sort payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the sort payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. It is paragraph to be payment of the obligation secured by the payment of the obligation secured by lieu which has pri

Insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if 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 ottereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid 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 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.

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 such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower 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 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 declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such 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.

rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such 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.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property. 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, eninent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such 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, disbursement of as nearly upon the Property to make repairs. If Lender required mortgage insurance as a reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such 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 Lender's written agreement or applicable law. Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrow

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 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 necessary and each of the property of the prope

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are needed 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 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, 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 The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's 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.

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 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 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.

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 (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address as a provided herein, and 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 occovenants for 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 classes of this Deed of Trust or the Note which can be given effect without the conflicting provision.

16. Borrower's Copy. Borrower's shall be given by careful by the supplicable law, such conflict shall 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 b

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

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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 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 notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further of a default or any other defense of Borrower to acceleration and the right to bring a court action to assert the non-existence specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust and sale. If the breach is not cured on or before the date 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 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 manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more 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 workness.

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 discontinued at any time 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: Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of 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 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 hereby assigns to Lender the rents 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. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by rents of the Property including those past due. All rents collected by Lender of and manage the Property and to collect the of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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 shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust et and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust es shall reconvey the Property without warranty and without charge to the person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee hall be awarded by an appellate court.

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 attorne

26. Addendum. The rights and obligations of the parties under this Instrument are expressly made subject to the provisions of the Addendum attached to the Deed of Trust. In the event of any conflict between the provisions of this Addendum and the printed provisions of this Instrument, the conditions of the Addendum shall control.

·	Tradefidum shan control.
In Witness Whereof, Borrower ha	as executed this Deed of Trust
	of Hust.
	X.I.) COULD BUNYARD -BOTTOWE
	V small
	• • • • • • • • • • • • • • • • • • • •
STATE OF ORDER	—Borrower
STATE OF OREGON, Klamat	County ss:
On this. 9 th day MARY CARLENE BUNYARD the foregoing instrument to be her	of October 19.80 personally appeared the above
(Official Seal)	The standary act and deed.
My Commission	Before me:
My Commission expires: 3/20/8-/	VI MR Ad/ Ad
PUBLICATION OF THE PROPERTY OF	the Will Hemilton
75 05 00	Notary Public for Oregon
To Tryona RE	QUEST FOR RECONVEYANCE
with all other indebtedness secured by this	note or notes secured by this Deed of Trust. Said note or notes, together Deed of Trust, have been paid in full. You are been by
salu note of notes and this Dood of Trust	paid in run. Tou are nereby directed to cancel
estate now held by you under this Deed of	Trust to the person or persons legally entitled thereto.
Date:	person of persons legally entitled thereto.
Date	
	—Authorized Signature—
(Space Be	elow This Line Reserved For Lender and Recorder)
	——————————————————————————————————————

## SINGLE FAMILY MORTGAGE PURCHASE PROGRAM ADDENDUM TO DEED OF TRUST

The rights and obligations of the parties to the attached Deed of Trust and the Note which is secured by the Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- The Borrower agrees that the Lender or its assignee may, at any time and without notice accelerate all payments due under the Deed of Trust and Note and exercise any other remedy allowed by law for breach of the Deed of Trust or Note if:
  - a. The Borrower sells, rents or fails to occupy the Property; or
  - b. The Borrower fails to abide by the agreements contained in the Affidavit, or if the Lender or the Division (Housing Division, Department of Commerce, State of Oregon) finds any statement contained in the Affidavit to be untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting

- 2. The Borrower agrees that no Future Advances will be made under the Deed of Trust without the consent of the Housing Division, Department of Commerce, State of Oregon.
- 3. The Borrower understands and agrees that the interest rate set forth on the Note shall be in effect only if this loan is purchased by the Housing Division, Department of Commerce, State of Oregon or its assigns. In the event that it is not so purchased, for any reason, the interest rate shall then increase to 12 3/4 % per annum and the monthly installment of principal and interest increased to \$ 434.40

## NOTICE TO BORROWER:

This document substantially modifies the terms of this Loan. Do not sign it unless you have read and understand it. I hereby consent to the modifications of the terms of the

Deed of Trust and Note which are contained in the Addendum. Dated this 9 th day of October 0 Mary Carlen Bunyar (Borrower) MARY CARLENE BUNYARD STATE OF OREGON (Borrower) County of Klamath SS.

q the day of On this q  $\overline{\underline{u}}$  day of October , 19 80 , personally appeared the above named MARY CARLENE BUNYARD and acknowledged the foregoing instrument to be

her voluntary act and deed. Before me:

Fe817.50

Notary Public for Oregon My Commission Expires:3/30/8-1 STATE OF OREGON, ) County of Klamath )

After recording, mail to:

Klamath First Federal Savings & Loan

540 Main Street

(Seal)

Klamath Falls, Oregon 97601

814-080 SFMPP 9B Filed for record at request of

Transamerica Title Co. on this 10thday of Octobers. D. 19 80 at 10:27  $\_$  o'clock  $\_\Lambda$   $\_$  M, and duly recorded in Vol. <u>N80</u> of <u>Mortsages</u> uge\_19767 Wm D. FileNE, County Clerk By Serutha Shitschoputy

Rev. 1-80