EQUITABLE SAVINGS AND LOAN ASSOCIATION		Vol. MRDPage 22983
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State Oregon 976		
Loan# 205312116	tina ana ang ang ang ang ang ang ang ang a	SPACE ABOVE THIS LINE FOR RECORDER'S USE

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.

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KLAMATH FALLS

[City]

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 <u>Management Klamath</u>

Lots 1 and 2, Block 11, ST. FRANCIS PARK, in the County of Klamath, State of Oregon.

which has the address of 4668 BOARDIAN AVENUE (Street)

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. NOVEMBER 3, 1980-19

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, casements 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

rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such that the incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider **7**. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this beed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such immer as the requirement for such insurance terminates in accordance with Borrower shall pay the amount of all mortgage insurance as a Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the Martower and the payable upon notice for the coven and Lender agree to other terms of payment, such and the payable upon notice for such insurance terminates in accordance with Borrower and manner provided under paragraph 2 hereof. May amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional at uch tate mayable from time to time on outstanding principal under the Note unless payment, such are of disbursed to applicable law. Nothing contained in which event such amounts shall be arithered to applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take at uch are tate payable from time to time on outstanding principal under the Note unless payment, such are of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at the highest term of the spacetions. Lender may make or cause to be made reasonable entries upon and i

acquisition. 6. Preservation and Maintenance of Property; Leaseholds: Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower-shall-perform-all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the 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.

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 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 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 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 is acquired by the Property prior to the sale of acquisition. Comparison and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquisition. Comparison and Maintenance of Proceeds thereof resulting from damage to the Property prior to such sale or acquisition.

provided under paragraph 2 hereof or, it not paid in such manner, by Borrower making payment, when due, directly to the 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 give promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, by Borrower.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the 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 assessments, insurance premiums and ground rents, shall exceed the amount required to pay sentence, insurance premiums and ground rents, shall exceed the amount required to pay sentence, and the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fail due, such exceed the amount of the Funds held by Lender to Borrower or crediting payment thereof.
Upon payment in full of all gayment thereof.
Upon payment in full of all gayment thereof the Property is old or the Property is otherwise acquired by Lender, Lender shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender. If under paragraph 18 hereof the Property is old or the Property is otherwise acquired by Lender Lender the time of application as a credit against the sums secured by this Deed of Trust.
Application of any needs. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 hearof, then to interest payable on the Note, then to the principal of the Note, and then to interest payable to Lender shall monty applications attributable to interest payable to Lender shall prove this Deed of Trust.
Application of Payments. Unless applicable law provides otherwise, all payments received by Lender in the funds and paragraphs 1 and 2 hearof the sums secured by Lender charges, finces and inpositions attributable to interest payable on the Note, then to interest applicable ap

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

 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.
 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 these sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over these to time by Lender on the basis of assessments for mortgage insurance, if any, all as reasonably estimated initially and from the 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 verifying and compiling said assessments and bills, unless Lender pay Borrower interest on the Funds, assessments and bills, unless Lender may agree in writing at the time of execution of this pay of the pay 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 law be held to the Funds shall be paid to Borrower, and unless such agreement is made or applicable law or to the funds shall be pay and taxes, assessments and bills or pay Borrower and Lender is such an annual accounting of the Funds shall be be paid. Lender shall not be required to pay Borrower and interest or earnings on the Funds. Lender is used and pay be prior to the sum security for the sum security for the sum security of the sum security of

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

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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

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condemnation or other taking of the Property, or part thereof, or for conveyance in neu of condemnation, are neredy assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower

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 such installments.
If a Borrower Not Beleveed. Extension of the writing of the such and 2 hereof or change the amount of the such application application of the such application

such installments. 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's 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.

The function of the provision of the paragraphs of 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.
I. 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. 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.
I. Hotice. 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 by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to Deed of Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided for in this Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform security instrument coverning real property. This Deed of Trust or the Note which can be given uniform security instrument or affect other provisions of the Deed of Trust or the Note which can be given and first shall be defined of Trust or the Note which can be given and first shall be defined and provision.
I. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust is the time design the herein.
I. Borrower's Copy. Borrower shall be governed by the law of the property address tate herein is sold or transferred this beed of Trust or the Note which can be given and first with applica

all obligations under this Deed of Trust and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice, or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Non-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of 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; (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; (2) the action required to reinstate after acceleration and the right to bring a court action to 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 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 law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies permitted by applicable and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of be occurrence in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the synch time as may be required by applicable law. Trustee, without demand on Borrower, shall sell the Property at public parcels and in such order as Trustee may determine. Trustee, without demand on Borrower, sha

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 sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of tille 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; prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained at any time Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower contained in this 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; (c) Borrower pays all reasonable expenses incurred by Lender's and Trustee's meedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable resonable attorney's fees; and the Property and Borrower's obligation to pay the sums

-Borrower

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 occured.
20. Assignment of Renis: Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower, Incero or abandonment of the Property, have the right to collect and retain such renis as they become due and payable. They assigns to Lender the trust of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, Lave the right to collect and retain such renis as they become due and payable.
For acceleration under paragraph 18 hereof or abandonment of the Property. Lender, in person, by agent or big of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, toronging the or other sceleration of the Property and to collect and the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver's bonds and reasonable attorney's fees, and there are also been acceleration of a secure of the property and to collect the receiver's bonds and reasonable attorney's fees, and the receiver.
10. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the receiver's band be applied first to acceleration interest to a secure of by this Deed of Trust when evidenced by promissory notes stating that said 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.
21. Future Advances. Upon payment of all sums 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 ontes evidencing indebtedness sec

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Garol Zumvalt the foregoing instrument to be ... her ...... voluntary act and deed.

Before my ... Buisa

Carol Zumwalt -Borrower

(Official Seal) My Commission expires://-2-82 REC

To TAUSTEE J Trensmerica Title Insurance Company The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together in the trust have been paid in full. You are hereby directed to cancel with all officer indebicgness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or note: and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. 

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<u>م</u> B-22791-9 SINGLE FAMILY MORTGAGE PURCHASE PROGRAM ADDENDUM TO DEED OF TRUST 22987 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 and the this addendum. In the event of any conflict between the proand 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 pro-visions of this Addendum and the provisions of the Deed of Trust or Note, 1. 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 wremout notice accelerate all payments que under the Deed of Tru 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 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 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 Housing Division, Department of Commerce, State of Oregon or its Housing Division, Department of Commerce, State of Oregon of its assigns. In the event that it is not so purchased, for any reason, the interest rate shall then increase to  $11 \frac{3}{4}$  for any reason, monthly installment of principal and interest increased to  $\frac{5282.64}{2}$ NOTICE TO BORROWER: This document substantially modifies the terms of this Loan. Do not I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in the Addendum. Dated this 5th day of November , 19 <u>G</u> . (Borrower) Care imulat STATE OF OREGON (Borrower) Carol Zunwalt County of Klameth SS. Dersonally appeared the above named <u>Carol Zumwelt</u>, 19 <u>80</u>, and acknowledged the foregoing instrument to be 0 B L10 3 Puso (Sealy Notary Public for Oregon 10 My Commission Expires://-2.82 After recording, mail to: TATE OF DREGON; COUNTY OF KLAMATH; 2. Filed for record at request of Transamerica Title Company 4 \_A D. 1980 11:09 at \_\_ o'clockA M., are duly recorded in Vol. M-80 , of \_\_\_\_ Fall. Mortgages Une. 97601 - on Pog<u>2298</u>3 WE D. MILNE, County Clari 814-080 Fee \$17.50 Decentine Officture anne . SFMPP 9B Rev. 1-80