

EQUITABLE SAVINGS AND LOAN ASSOCIATION

Address: 1212 South Sixth Street
Klamath Falls, Oregon 97601
205308552

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of OCTOBER 1980 among the Grantor RANDY D. DESHLER and CAROL D. DESHLER (herein "Borrower") and the Beneficiary, EQUITABLE SAVINGS AND LOAN ASSOCIATION (herein "Trustee") and the Beneficiary, TRANSAMERICA TITLE INSURANCE COMPANY (herein "Lender").
The 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:

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.

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 22, SCHIESEL TRACTS in the County of Klamath, State of Oregon.
This document is being recorded to correct date on Note on Deed of Trust.
The property has the address of 5700 Schiesel Street, Klamath Falls, Oregon 97601.
The 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:

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated October 15, 1980 (herein "Note") in the principal sum of THIRTY EIGHT THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 2010, and (b) the repayment of any future advances, with interest thereon, made in accordance herewith to protect the security of this Deed of Trust and the performance of the covenants and agreements of Borrower herein contained; and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").
Borrower covenants that Borrower is lawfully seized 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 in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ОБЕСОМ — 1 10 4 130111 — 2112 — ENHANCED UNIFORM INSTRUMENT

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

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, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated in advance of time to time by Lender on the basis of assessment and

(The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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.

By this deed of trust, 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 said taxes, promptly repaid to Borrower, or credited to Borrower on monthly installments of Funds, if the amount of the Funds 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, the balance of the Funds held by Lender shall be paid to Borrower.

3. **Application of Payments.** Unless applicable law provides otherwise, any payments made by Borrower to Lender shall be applied first to the payment of interest on the Loan, then to the payment of principal on the Loan, and then to the payment of any fees or charges. If at any time the sum of all payments made by Borrower to Lender is less than the sum of all payments due to Lender, Lender shall have the right to demand immediate payment of the deficiency within 30 days from the date notice is mailed to Borrower. If under paragraph 18 hereof the Property is sold or 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 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 Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under 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 manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, in the to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property.

5. **Hazard Insurance.** Borrower shall maintain hazard insurance on the Property in the amount of the principal of the Note, and then to interest and

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower, subject to that such approval shall not be required.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if 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 promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, 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:

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 not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust is to 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.

6. **Preservation and Maintenance.** Lender, at Lender's option either to restoration or repair of the Property or postpone the due date of the monthly installments referred to; in paragraphs 11 and 12 hereof or change the amount of such installments. If under paragraph 11 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the 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 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.

7. **Protection of Lender's Security.** If Borrower fails to perform 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, including, but not limited to, eminent 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 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 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 manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense in any action hereunder.

any action hereunder. ~~Nothing~~ contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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 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 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.

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 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.

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. 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 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 (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to 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 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 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 clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions 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 and the Note are declared to be severable. This Deed of Trust and the Note shall be deemed to be a deed of trust and a promissory note, respectively, for the purposes of the Uniform Deed of Trust Act and the Uniform Promissory Note Act, and shall be governed by the law of the jurisdiction in which the Property is located.

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 by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from 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:

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 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 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 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 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 county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction, to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. If Lender or Lender's designee purchases the Property, Lender or Lender's designee may purchase the Property through the deed of Trust and the Note, and the sums secured by this Deed of Trust shall be paid to Lender or Lender's designee. If the Property is sold to a third party, the sums secured by this Deed of Trust shall be paid to Lender or Lender's designee. The proceeds of the sale shall be prima facie evidence of the truth of the statements made 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, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time 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; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's 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 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 the obligations secured hereby shall remain in full force and effect, as if no acceleration had occurred.

10. 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 hereof, or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

11. Upon acceleration under paragraph 18 hereof, or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon and take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be accountable only for those rents actually received.

12. 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, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

13. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property, and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust thereto. Such person or persons shall pay all costs of recordation, if any, and without charge to the person or persons legally entitled thereto.

14. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any of the trusts appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

15. Use of Property. The Property is not to be used for agricultural, timber or grazing purposes, or any other use except as set forth in the Deed of Trust.

16. Attorney's Fees. As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court in an action to enforce a lien or to execute a writ of possession of the premises.

17. Borrower has executed this Deed of Trust and the Note and the mortgage documents in this deed and the Note and the mortgage documents are hereby acknowledged by the undersigned as the true and correct copies of the original documents.

18. WITNESS WHEREOF, Borrower has executed this Deed of Trust and the Note and the mortgage documents in this deed and the Note and the mortgage documents are hereby acknowledged by the undersigned as the true and correct copies of the original documents.

19. WITNESS WHEREOF, Lender has executed this Deed of Trust and the Note and the mortgage documents in this deed and the Note and the mortgage documents are hereby acknowledged by the undersigned as the true and correct copies of the original documents.

STATE OF OREGON, County of Klamath, Randy F. Deshler, Carol D. Deshler, Borrower

On this 27th day of October, 1980, Randy F. Deshler and Carol D. Deshler, personally appeared the above named parties and acknowledged the foregoing instrument to be their free and voluntary act and deed.

My Commission Expires: _____

Notary Public for Oregon

1. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

2. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

3. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

1. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

2. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

3. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

1. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

2. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

3. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

1. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

2. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

3. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

1. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

2. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

3. The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other documents secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes 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.

931 20352

SSE

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.

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 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 of this Loan.

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 11 3/4% per annum and the monthly installment of principal and interest increased to \$383.58.

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 17 day of OCTOBER, 19 80.

Randy F. Deshler
(Borrower)

Carol O. Deshler
(Borrower)

STATE OF OREGON)
County of Klamath) ss.

On this 17th day of October, 19 80,
personally appeared the above named Randy F. Deshler and Carol O. Deshler and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Susan F. Latke
Notary Public for Oregon
My Commission Expires: 11-2-82

(Seal)

After recording, mail to:

Equitable Savings & Loan Assoc.

212 S. 6th Street

Klamath Falls, Oregon 97601

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

Transamerica Title Co.

on this 20th day of October A.D. 1980

at 11:36 o'clock A M, and duly

recorded in Vol. M80 of Mortgages

Page 20348

Wm D. MILNE, County Clerk

By Bernarda A. Latke Deputy

Fee \$17.50

INDEXED
8-1-80

STATE OF OREGON, COUNTY OF KLAMATH; ss: Transamerica Title Co.
Filed for record at request of Transamerica Title Co.
this 20th day of January A.D. 1981 at 3:57 o'clock P.M. of the year 1981

I, the undersigned, being a duly recorded in Vol. 181, of Mortgages 927,
and the not which is ss: Evelyn Diehn, County
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,
the provisions of this addendum shall control.

1. The Borrower agrees that the lender or its assignee may, at any time
duly recorded in Vol. 181, of Mortgages 927,
and the not which is ss: Evelyn Diehn, County
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,
the provisions of this addendum shall control.

a. The Borrower agrees, rents or profits 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
of this loan.

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
assignee. In the event that it is not so purchased, for any reason,
the interest rate shall then increase to 11.34% per annum and the
monthly installment of principal and interest increased to \$283.58.

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 17 day of October, 1980.
Evelyn Diehn (Borrower)
Transamerica Title Co. (Borrower)

STATE OF OREGON)
County of Klamath) ss:
On this 17th day of October, 1980,
personally appeared the above named Evelyn Diehn,
and acknowledged the foregoing instrument to be
voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires: 1-1-81

STATE OF OREGON)
County of Klamath)
Filed for record at request of
Transamerica Title Co.
on this 20th day of October, 1980
at 11:36
Recorded in Vol. 180 of Mortgages
Page 20348
W.D. HILL, County Clerk
By [Signature] Deputy
Fee \$17.50
Rev. 1-80

After recording, mail to:
Equitable Savings & Loan Assoc
102 S. 1st St
Medford, Oregon 97504