

## BLE SAVINGS AND LOAN ASSOCIATION

212 South Sixth Street  
Klamath Falls, Oregon 97601

Vol. 171 Page 3436

Loan # 205315338

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of FEBRUARY 1981 among the Grantor, THOMAS E. DOWNS AND SANDRA L. DOWNS, (herein "Borrower"); TRANSAMERICA TITLE INSURANCE COMPANY, (herein "Trustee"); and the Beneficiary, EQUITABLE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of OREGON, whose address is 1300 S.W. SIXTH AVENUE, PORTLAND, OREGON 97201, (herein "Lender").

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.

T.E.D.  
Initial

S.L.D.  
Initial

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:

A portion of Tracts 30, 31 and 32, INDEPENDENCE TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of Tract 32, of INDEPENDENCE TRACTS, as shown upon the official plat thereof, and running thence South 0 degrees 13 minutes East, along the Westerly line of Tracts 32, 31 and 30 of said INDEPENDENCE TRACTS, a distance of 171.72 feet, more or less to the Southwest corner of Tract 30; thence South 71 degrees 27 minutes East, along the South line of said Tract 30, a distance of 89.3 feet; thence North 0 degrees 13 minutes West a distance of 182.82 feet; more or less to an iron pin in the northerly line of Tract 32; thence North 78 degrees 23 minutes West along the North line of said Tract 32, a distance of 86.33 feet to the place of beginning.

which has the address of 5640 INDEPENDENCE AVENUE, KLAMATH FALLS, OREGON 97601 (herein "Property Address")

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 FEBRUARY 24, 1981, (herein "Note"), in the principal sum of THIRTY FOUR THOUSAND TWO HUNDRED 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 MARCH 1, 2011, the payment of all other sums, with interest thereon, advanced 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 (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 2, 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 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.

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.

10 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, and this Deed of Trust shall be a lien in favor of Lender on the Funds.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, 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.

**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, directly 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 or any part thereof.

**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 and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

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 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.

**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.

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 or take any action hereunder.

WHEN RECORDED WAIT TO

**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.

**16. Borrower's Copy.** Borrower shall be furnished a conforming 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.

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, 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.

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 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 judicially appointed receiver, shall be entitled to enter upon, 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 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 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.

22. 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 to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such 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 shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

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 attorney's fees, if any, which shall be awarded by an appellate court.

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

*Thomas E. Downs*  
**Thomas E. Downs** - Borrower

*Sandra L. Downs*  
**Sandra L. Downs** - Borrower

STATE OF OREGON, County of **Klamath**

On this **26** day of **February**, 19**81**, personally appeared the above named **Thomas E. Downs and Sandra L. Downs**, who acknowledged to me, a Notary Public for Oregon, that they executed the foregoing instrument to be their voluntary act and deed.

My Commission expires **Before me**

*[Signature]*  
**Notary Public for Oregon**

**REQUEST FOR RECONVEYANCE**

To **Transamerica Title Insurance Company**

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness 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.

Date of this request is **February 26, 1981** and notice to reconvey shall be given to the person or persons legally entitled thereto.

14. Notice. Notice of this request shall be given to the person or persons legally entitled thereto.

15. Release of Lien. Upon receipt of this request, the person or persons legally entitled thereto shall release the lien of this Deed of Trust.

16. Release of Lien. Upon receipt of this request, the person or persons legally entitled thereto shall release the lien of this Deed of Trust.

17. Release of Lien. Upon receipt of this request, the person or persons legally entitled thereto shall release the lien of this Deed of Trust.

18. Release of Lien. Upon receipt of this request, the person or persons legally entitled thereto shall release the lien of this Deed of Trust.

19. Release of Lien. Upon receipt of this request, the person or persons legally entitled thereto shall release the lien of this Deed of Trust.

20. Release of Lien. Upon receipt of this request, the person or persons legally entitled thereto shall release the lien of this Deed of Trust.

SINGLE FAMILY MORTGAGE PURCHASE PROGRAM ADDENDUM TO DEED OF TRUST **3440****3965**

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 15.00 % per annum and the monthly installment of principal and interest increased to \$ 432.45.

**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 26<sup>th</sup> day of February, 19 81.

Thomas E. Downs  
(Borrower) Thomas E. Downs

Sandra L. Downs  
(Borrower) Sandra L. Downs

STATE OF OREGON )  
County of Klamath ) ss.

On this 26<sup>th</sup> day of February, 19 81,  
personally appeared the above named Thomas E. Downs and Sandra L. Downs  
and acknowledged the foregoing instrument  
to be their voluntary act and deed. Before me:

Susan C. Patz  
Notary Public for Oregon  
My Commission Expires: 11-2-82

After recording, mail to:

Equitable Savings & Loan Assn.

212 South Sixth Street

Klamath Falls, Oregon 97601

STATE OF OREGON,  
County of Klamath  
Filed for record at request of

Transamerica Title  
on this 27 day of February A.D. 1981  
at 11:17 o'clock A. M, and duly  
recorded in Vol. M-81 of Deeds  
page 3436

EVELYN BIEHN, County Clerk

By Sandra L. Downs Deputy

Fee 17.50

3032

3966

Re-recorded to put in Mortgages  
STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~xxxxxxx~~

this 5th day of March A.D. 19 81 at 2:23 clock P M., and  
duly recorded in Vol. M81, of Mortgages on Page 3961.

EVELYN BIEHN, County Clerk  
By Bernetha H. Letch

No Fee

The borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting of this loan.

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.

The borrower understands and agrees that the interest rate set forth in this deed shall be in effect only if this loan is purchased by the Housing Division, Department of Commerce, State of Oregon on the date of the deed. In the event that it is not so purchased, for any reason, the interest rate shall then increase to 12.00 per annum and the principal amount of principal and interest increased to \$ 332.45.

WITNESSES:

I, the undersigned, a Notary Public for the State of Oregon, do hereby certify that the foregoing deed and instrument have been read and understood by the borrower.

I have consented to the modifications of the terms of the deed of trust and note which are contained in the Addendum.

Witness my hand and seal of office this 5th day of February, 19 81.

*[Signature]*  
(Borrower)  
James E. Brown  
(Borrower)

STATE OF OREGON  
County of Klamath  
I, the undersigned, a Notary Public for the State of Oregon, do hereby certify that the foregoing deed and instrument have been read and understood by the borrower.

*[Signature]*  
Notary Public for Oregon  
My Commission Expires 11-2-85

STATE OF OREGON  
County of Klamath  
I, the undersigned, a Notary Public for the State of Oregon, do hereby certify that the foregoing deed and instrument have been read and understood by the borrower.

