WHEN RECORDED MAIL TO

KLAMATH FIRST FEDERAL SAVINGS
& LOAN ASSOCIATION ⊂ 540 Main Street ™ Klamath Falls, Oregon 97601

2

macoliduss a darroliti com eta tistiliti.

ing are pulled and a second second and the second s

esta in per ter al libro piagonomo, percente esta en 25 a libro de a saperilibro en appresantante en appresantante 3 a libro de la caracterista de la caracterista de appresantante en appresanta SPACE. ABOVE THIS LINE FOR RECORDER'S USE

## SPACE ABOVE THIS LINE FOR RECORDER'S USE [ABOUT THIS LINE FOR RECORDER'S USE [ABOUT

26th THIS DEED OF TRUST is made this.

26th

1981 among the Grantor: JOHN P. MIKKELSEN and JANE E. MIKKELSEN, husband.

William Sisemore (herein "Borrower"),

Klamath First Federal Savings & Loan Association , a corporation organized and existing under the laws of the United States of America, whose address is.

540 Main Street, Klamath Falls, Oregon (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of

Beginning at a 5/8 inch iron rod on the Southerly right-of-way line of the Algoma County Road from which the brass cap marking the Southeast corner of Section 37, Township 37 South, Range 8 East of the WillametterMeridian bears South 00 02 14" West, 594.03 feet and South 89 52 58" East, 2119.04 feet, thence South 00 02 14" West, 223.01 feet to a 5/8 inch iron rod, thence South 80 30 44" West 311.22 feet to a 5/8 inch iron rod, thence South 80 30 44" West 311.22 feet rod on the Southerly right-of-way line of said Algoma County Road, thence North 71 13 41" East, 42.20 feet along said Southerly right-of-way line to a point, thence along the arc of a 1115.25 foot radius curve to the right 220.71 feet to a point, (the long cord of which bears North 76 53 04" East 220.36 feet), thence North 82 34 03" East, 52.86 feet to the point of beginning.

Together with an easement 30.00 feet in width for incress and utilities

Together with an easement 30.00 feet in width for ingress, egress and utilities in and over a strip of land, the centerline of which is described as follows: Beginning at a point on the Westerly boundary of the first above described parcel from which the most Northwesterly corner thereof bears North 00 02"14" East, 78.85 feet, thence South 80 57'12" West, 122.55 feet, thence North 79 04'37" West, 250.56 feet, thence North 72 25'02" West 311.16 feet, thence North 43 43' 22" West 187.27 feet; thence North 45 39'03" East; 1.48 feet to the Southwesterly right-of way line of the Algoma County Road.

Basis of bearings: Recorded Survey No. 3076 as filed with the Klamath County

which has the address of the state of the st

TOGETHER with all the improvements now or hereafter creeted 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";

. Dollars, with interest thereon, providing for monthly installments of principal and interest with the balance of the indebtedness, if not sconer paid, due and payable on.
August 1st, 2010
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 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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 Futine Advances secured by this Deed of Trust in the Carden on the Advances secured by this Deed of Trust in the Carden 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 mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessment, insurance premitims and ground rents. Lender may not charge for so holding and applying 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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender 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 Eunds payable prior to

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.

[1] If the amount of the Funds held by Lender, together with the future monthly, installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments! Insurance in property or credited to Borrower; and ground rents, shall exceed the amount required to pay said taxes, promptly, repaid to Borrower; or credited to Borrower; and monthly installments of Funds. If the amount of the Funds Borrower shall pay to Lender into pay taxes, assessments; insurance excess shall be; at Borrower's option, either property is property or the property of its acquisition by the date notice is mailed. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds shall apply, no later than immediately prior, to the sale of the Property or its acquisition by Lender, any Funds shall apply, no later than immediately prior, to the sale of the Property or its acquisition by Lender, any Funds held by Lender iffer 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 the under paragraph? Lender the total paragraphs? Lender the total paragraphs and 2 hereof, shall be applied by Lender first in payment of amounts payable, to Lender, by Borrower principal on any Future Advances.

[4] A. Charges, Liens. Borrower shall promptly furnish to Lender all notices of amounts due under the paragraph, and in the Property which may all the payments of the Property of the payment of t

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, 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, by Borrower.

Some prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly the Property damaged, provided such restoration or repair, is economically feasible and the security of this Deed of Trust is not thereby impaired. It such restoration or repair is not economically feasible or if the security of this Deed of Trust would not thereby impaired. It such restoration or repair of the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower III the Property is abandoned by Borrower on if Borrower fails to respond for 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 to to the sums secured by this Deed of Trust.

The sum secured by the insurance proceeds at Lender's option either to restoration or repair of the Property to to the sums secured by the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the Deed of Trust in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale acquisition and winsurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition and winsurance policies and in and to the proceeds thereof resulting from damage to the Property pr

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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration condominium or planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development shall be incorporated into and shall amend and supplement the covenants and agreements of such rider were a part hereof.

17. Protection of Lender's Security. If Borrower fails to perform the property of this Deed of Trust as if the rider of the part of the property o

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.

17. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or iff any action or proceeding is recommenced 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 sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disburse such 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 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 date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest permissible under applicable law. Notning contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

[2.1. Inspection Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided interest in the Property, provided interest in the Property, provided interest in the Property provided interest in the Property in the Property

2423

CONTRACTOR

5465

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

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.

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, 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

contained shall office 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 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 for Borrower or Lender when given in the manner designated herein, and such other address as Lender may designate by notice for Lender when given in the manner designated herein, and the property of the provisions of the foreing Law; Severability. This form of deed of trust combines uniform covenants for covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located in the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect, other provisions of the Deed of Trust or the Note which can be given effect without the confliction and to this end the provisions of the Deed of Trust or the Note which can be given effect without the confliction of execution or after recordation hereoft;

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 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 opt

on-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 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, T

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's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender's oefficient to be 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'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 Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower shall, prior to acceleration under paragraph 13 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 indicially appointed receiver, shall be entitled to enter upon take possession of and manage the Property and to collect the property including those, past due. All rents collected by Lender or the receiver shall be applied first to payment 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 of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the lable 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 in the property may shall be secured by this Deed of Trust when evidenced by promisory, 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 thereto. Such person or persons shall pay all costs of recordation, if any, the property of the Property of the Property of the Propert IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. The second and the second seco of a default in pro-other values of therrower is most perficient in another that is larged in common in the STATE OF OREGON, M. R. Klamath.

On this day of March. 1981, personally appeared the above named wife and acknowledged JOHN P. MIKKELSEN and JANE E. MIKKELSEN, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed. (Official See) My Commission expires Before me Okariagaya a sabada ya REQUEST FOR RECONVEYANCE 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. Space Selow This Line Reserved For Lender and Recorder)

(Space Selow This Line Reserved For Lender and Recorder)

(Space Selow This Line Reserved For Lender and Recorder)

(Space Selow This Line Reserved For Lender and Recorder)

(Space Selow This Line Reserved For Lender and Recorder) TATE OF OREGON, COUNTY OF KLAMATH; ss. Politica de la compositorio de l Filed for record at request of the Transamerica Title Co. being toppe a this 26th day of March A.D. 19 81 at 18 o'clock P 1., and to the Parison duly-recorded in Volumer May of Mrs. on Page 5463 er in reput it also EVELYN BIEHN, Count By Cond Conditions of the County of th

EVELYN BIEHN, County Clerk