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WHEN RECORDED MAIL TO

KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION 540 Main Street Klamath Falls, Oregon Vol.mg/ 1989

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this
William Sisemore (herein "Borrower"), (herein "Trustee"), and the Beneficiary (klamath First Federal Savings & Loan Association a corporation organized and 540 Main Street, Klamath Falls, Oregon (herein "Lender").
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath, State of Oregon:
Lot 2 in Block 4, of RIVERVIEW ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath.

which has the	address of	2120 Laurel	767
	97601	[Street](herein "Property Address");	, Klamath Falls

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";

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest 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 a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds to pay said taxes, assessments 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 pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, an annual accounting of the Funds showing credits and debits to the Funds was made. The Funds showing credits and debits to the Funds was made. The Funds showing credits and debits to the Funds and the 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

purpose for which each uebit to the Funds was made. The Funds are preuged 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 the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds 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.

Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under the 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.

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 4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly event Borrower shall make payment directly, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, such amounts and for such periods as Lender may require; provided, that Property or any part thereof, against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require; provided, that Lender shall not require that the amount of 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 insurance policies and renewals thereof shall be in form acceptable to Lender; provided, provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the clause in four of said in such amounts and for such periods as Lender may require; provided, that Lender shall be paid in the manner insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the

All 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, by Rorrower

Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is be impaired. If such restoration or repair is not economically feasible on if the security of this Deed of Trust would to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or this Deed of Trust, with the excess, if any, paid date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender 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 in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale 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 or covenants creating or governing the 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 hall be incorporated into and shall amend and supplement the covenants and agreements of such rider were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this 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, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take

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

any action hereunder.

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

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

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

paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

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. In Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or right to accelerate the maturity of the indebtedness secured by this or charges by Lender shall not be a waiver of Lender's or remedy under this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust.

13. Forbearance by Lender shall not be a waiver of charges by Lender shall not be a waiver of Lender's or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

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 14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to

subject to the provisions of paragraph 1/ 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 The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to the applicable to the property of the property for any notice required under applicable law to be given in another manner. (a) any notice to the property Address or at such other address as Borrower may designate by notice to Borrower as provided herein and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein, and Deed of Trust shall be given by certified mail, return receipt requested, to Lender's address stated herein or to 15. Uniform Deed of Trust Governing Law; Severability. This form of deed of trust combines uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument and an on-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument not affect other provisions of this Deed of Trust stor the Note which can be given effect without the conflicting provisions of the Deed of Trust are the Note which can be given effect without the conflicting provision of all the recordation hereof.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust shall be furnished a conformed copy of the Note and of this Deed of Trust shall be furnished a conformed copy of the Note and of this Deed of Trust does not containing an option to purchase, Lender may, at Lender's portion, declare all the sums secured by this Deed of Trust shall have waived such option to accelerate all the sums secured by this Deed of Trust of the Property; is to be sold or transferred to be severable. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's very early to be its all

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:

A cacleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or Trust, Lender prior to acceleration shall main notice to Borrower as provided in paragraph 14 hereof specifying: (1) the acceleration for required to see such breach; (3) a date, not see a provided in paragraph 14 hereof specifying: (1) the acceleration for required to see such breach; (3) a date, not see a provided in paragraph 14 hereof specifying: (1) the acceleration for required to such season seemed by this Deed of Trust and sale of the Property. To the immediate paragraph and the results of the property of property of the property of property of property of property of p

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations sourced 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.

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 h	as executed this Deed of Trust.
	GINA L. JANELLI Janell' —Borrower
	Borrower
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On this	y ofJune, 19.81., personally appeared the above named le woman and acknowledgedvoluntary act and deed.
(Official Seal)	
My Commission expires: 3/20/85	Before me:
	fixed the confidence of the co
	Notary Public for Oregon
F OF O	REQUEST FOR RECONVEYANCE
To Trustee:	
with all other indebtedness secured by t said note or notes and this Deed of Tr	he note or notes secured by this Deed of Trust. Said note or notes, together his Deed of Trust, have been paid in full. You are hereby directed to cancel ust, which are delivered hereby, and to reconvey, without warranty, all the of Trust to the person or persons legally entitled thereto.
Date:	
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STATE OF CREGON,) County of Klamath)	

on this 5th day of June A.D. 19 81 3:36 o'clock PM M, and duly recorded in Vol. M81 of __ 10112 EVELYN BIEHN, County Clerk By Alebra a Cain \$14.00

Filed for record at request of