1082

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WHEN RECORDED MAIL TO
KLAMATH FIRST FEDERAL SAVINGS
& LOAN ASSOCIATION
540 Main Street
Klamath Falls, Oregon 97601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

THIS DEED OF TRUST is made this 19th
Wite Musband and
William Sisemore (herein "Borrower"), (herein "Trustee"), and the Benefician Klamath First Federal Savings & Loan Association , a corporation organized at 540 Main Street, Klamath Falls, Oregon 97601
The first state of the graduate section is a first three first thr
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably gran conveys to Trustee, in trust, with power of sale, the following described property located in the County of the Count
5 Lot 20 in Block 2 of march 114
Lot 20 in Block 2 of Tract 1145, Nob Hill Replat, a resubdivision of portions of Nob Hill, Irvington Heights, Mountain View Addition, and the office of the County Clerk of Klamath County, Oregon.
Oregon.
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Construction of a consideration of the construction of the constru
which has the address of
Oregon 97601 (herein "Property Address"); Klamath Falls (city]

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.

11105

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 on any Future Advances secured by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on the 2. Funds for Taxes and Incurrence Schieffer.

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. 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 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, analyzing said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law requires such interest to be paid, Lender 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 the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the day and the proversity in the sum of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the day date of taxes.

purpose for which each debit to the Funds was made. The Funds are pieuged 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 to Borrower requesting payment necessary to make up the deficiency within 30 days from the date notice is mailed by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender, and Ender 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 the Property which have a provided to Lender by Borrower 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 pay attains a priority over this Deed of Trust, and leacabely payments or ground rents if any in the

d. 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 to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this 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 a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured and in such amounts and for such periods 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 shall not require that the amount of The 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 clause in four of and in such and renewals thereof shall be in form acceptable to Lender and shall include a standard manner insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard manner insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard manner insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard manner insurance policies and renewals thereof sh

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 Borrower.

Borrower.

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is the insurance proceeds shall be applied to the sums secured by 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 sauthorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property 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 or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust.

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, 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 is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider were a part hereof.

snan de incorporated into and snan amend and supplement the covenants and agreements of this Deed of Trust as it the rider X-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 sincluding, 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 condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums 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 requesting payment thereof, and shall bear interest from the at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate any action hereunder.

\*\*Lender may make or cause to be made reasonable entries upon and inspections of the Property provided any action hereunder.

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

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, 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 the procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right successively.

or temedy 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. 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 the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and such other address as Lender may designate by notice to Borrower as such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein, and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein or to 15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for 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, of execution or after recordation hereof.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time by Borrower without Lender's prior written consent evolutions (A). Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred this Deced of Trust at the time by Borrower without Lender's prior written consent evolutions (A).

16. Borrower's Copy. Borrower shall be turnished 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, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person to the sum that the interest payable on the sums secured by this Deed of Trust shall be at such rate as in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from If Lender exercises such option to accelerate provided in this paragraph 17, and if Borrower's successor If Lender exercises such option to accelerate the Note.

If Lender exercises such option to accelerate shall mail Borrower notice of acceleration in accordance with which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Borrower, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the 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 of a default or any other defense of Borrower to acceleration and the right to bring a court action to assert the non-existence specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies permitted by applicable 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 in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property at public parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty,

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 expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of 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.

Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be (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 including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require including, but not limited to, reasonable attorney'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 judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect 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 sees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be adapted attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be 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 stall 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 and all notes evidencing indebtedness secured by this Deed of Trust entored this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from tim

25. Attorney's Fees. As used in any, which shall be awarded by an ap	F. 전에 가는 사람들은 경기 전에 가는 사람들은 다른 사람들은 다른 사람들은 다른 사람들이 되었다. 그는 사람들은 사람들은 다른 사람들은 사람들은 다른 사람들이 다른
WHEREOF BOITO	wer has executed this Deed of Trust.
IN WITNESS WITERCOS,	A MICH OWENSBOTTOWER
	E. MARIE OWENS  -BOTTOWER
<ul> <li>State of the control of</li></ul>	
TOn this 1.9 Ch	day of June 19.81, personally appeared the above named day of June and acknowledged and wife and acknowledged
J. BRUCE OWERD	heir voluntary act and deed.
	Hefore me: O A 1
(Official Seal)	Jos V & Mall Hent Demillon
Official Seal)  My Commission expires: 3/30	Notary Public for Oregon
Spilol ?	하지 모양주면 이 그렇게하다고 불편하면 하는 그 다니고 하는데
	REQUEST FOR RECONVEYANCE
EOFO	
To TRUSTEE:  The undersigned is the he with all other indebtedness see said note or notes and this Description of the new held by you under	REQUEST FOR RESONAL RE
estate now mental and a series of	
Date	를 하고 보다는 경기하고 있다. 글을 일하는 다음반하는 사람들이 그 모든 것을 모습니다. 그런 그런 그는 그는 그를 하는 것이다. 그는 사람들이 되는 사람들은 경기를 하고 있다. 그는 그는 물을 즐겁게 있습니다. 그는 것을 하는 것을 하는 것이다.
도 : 이 이 등 기를 받는 것으로 가는 것이 있다. 이 는 이 등 일을 들어서 살 때 보다고요 있다.	하는 사람들이 보면 보다 되었다. 그는 사람들이 되는 것이 되었다. 그는 사람들이 되었다. 그는 것이 되었다. 그는 사람들이 되었다. 그는 것이 되었다. 그
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	홍하 가장 경우를 받는 것이 되고 있다. 등 물 물은 바람들은 사람들이 다른 사람들이 작용하는 것이 되었다.
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STATE OF OREGON, )	
Fi'ed for record at request of	그렇게 살아보는 경기를 하시는데 하는데 하는데 보고 있다. 그리고 그는데 그는데 그는데 그리고 있다.

recorded in Vol. M81 of Mtg. 11104 EVELYN BIEHN, County Clerk By 11 bo a Campfor Deputy \$14.00