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WHEN RECORDED MAIL TO

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

.MSV 100 13660

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this. 13th day of October 19.82, among the Grantor, BOBBY LEE AUSTIN and PEARL B. AUSTIN. THIS DEED OF TRUST is made this..... husband and wife,(herein "Borrower"),..... William Sisemore (herein "Trustee"), and the Beneficiary, 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 Klamath , State of Oregon:

Lot 3, Block 3, KLAMATH RIVER SPORTSMAN'S ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to a previous Deed of Trust to Klamath First Federal Savings & Loan Association, recorded in Volume M77 on Page 4742, Mortgage Records of Klamath County, Oregon. Grantor covenants and agrees to make the payments on the First Deed of Trust and agrees that a default on any of the terms of the First Deed of Trust shall constitute a default on this the Second Deed of Trust, and the holder here-of shall be entitled to foreclose on the Second Deed of Trust. The grantor also covenants and agrees that additional advances under the First Deed of Trust shall be forbidden without the consent of Klamath First Federal Savings and Loan Association. Fatton ASSOCIATION in the property of the control o

which has the address of ...(...) Mustang Road Keno Oregon 97.601 (herein "Property Address"); [State and Zip Code]

TOGETHER with all the improvements now or hereafter crected 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";

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.

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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 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 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 insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and applicable law 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 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 the deposits of the funds held by Lender, together with the future monthly installments of Funds payable prior to

shall give to Borrower, without charge, an annual accounting or the Funds showing credits and debits 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 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, be a Borrower's option, either held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, be the deficiency within 30 days from the date notice is mailed 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 held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall promp

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly

by Borrower.

Unless Lender and Borrower otherwise agree 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 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.

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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or

acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the rider is executed by Borrower and recorded together with this Deed of Trust, 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 such rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disharse such 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 any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Report to the contrary of the Report to the paragraph 7 shall require Lender to incur any expense or take that the state any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Report to the terms of payment in the state 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

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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. 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 as is equal to that proportion which the amount of the sums secured by this Deed of Trust such proportion of the proceeds taking bears to the fair market value of the Property immediately prior to the date 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 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sume secured

on posipone the due date of the monthly installments referred to in paragraphs 1 and 2 nereof or change the amount of 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 of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in the sums of the sums afforded by applicable law, shall not be a waiver of preclude the exercise of any such right or remedy hereunder of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of 12. Remedies Cumulative, All remedies provided in this Deed of Trust.

12. Remedies Cumulative, All remedies provided in this Deed of Trust are distinct and cumulative to any other right successively.

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 subject to the provisions of the rights hereunder shall inture to, the respective successors and assigns of Lender and Borrower subject to the provisions of the paragraph 17 here of this Deed of Trust are for convenience only and are not to be used to a fine part of the provisions hereof.

14. Notice. Experiment for any notice required under applicable law to be given in another manner. (a) any notice to Ender of this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower and the Property Address at such other address as Borrower may designate by notice to Lender as provided herein and the Property Address at such other address as Borrower and segnate by notice to Lender as provided herein and Deed of Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided herein and part of the Property Address of Trust and Dead of Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided herein of the provision of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants with the provision of this Deed of Trust and the Note are deed of the word of the provisions of this Deed of Trust of the Note which the remainer of the provisions of this Deed of Trust of the Note which the conflicts with applicable law, such conflicting provision of this Deed of Trust and the Note are deel provision of this Deed of Trust and the Note are deel provision of the Deed of Trust and the Note are deel provision of the Deed of Trust of the Note which the conflict with applicable law, such conflicting not applicable law, such conflicting provision of the Deed o

Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof and the prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof with the December of Borrower, by which such traction shall mail notice to Borrower, by which such traction and the prior to the provided in the sums secured by that failure to cure such breach; (2) the action required must be cured; and (4) that failure to cure such secure on the provided in the major of the remains and the right to bring a court action to assert the sum secured by the failure to cure such present on the court action of the court action of the court action to assert the sum secured of the property. The deficient of the provided in the notice, Lender and ender's option may declare all of the sums secured by this Deed of Trust to be interested and payable without further channel and may invoke the power of sale and any other remedies permitted by applicable and apyable without further of sale, and the power of sale and any other remedies permitted by applicable and and payable without further of sale, tender shall continue to the property of the provided in this of any court of the provided in this of action of the provided in this of action of the provided in this of action of the provided in this provided in this of the provided in this of the provided in

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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 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 a

In Witness Whereof, Borrower has ex	xecuted this Deed of Trust.	
િલ્લા વૃક્ષિત કું તે કે પ્રાથમિક અને તે તે કહે તે છે. કે કિંમીની તે કિંમીની જારા કે કાંચ્યાના કે પ્રાથમિક કર્યા કર્યો કે કાંચ કર્યો છે.		<u>/</u>
ું કરવું આવેલા લોકોને કરાવાનો હોય હતી. જ દોજા હતી કે ફોર્ક કે કે લોકોને કે કોઈ છે. આ અમેર કાર્યા અમાં કારતાલા હતી તાલુક કરતાં હતા. કોઈ કારતાના હોય કે કર્યા	Bally Leellut	
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STATE OF OREGON, Klamath	1	
On this 13th day of Bobby Lee Austin and Pearl the foregoing instrument to be their	October , 19.82 , personally appear L.B. Austinvoluntary act and decd.	ed the above named and acknowledged
(Official Seal) (A) Commission expires 3/20/85	Bofosc me: Devol Berl Herry Notary Public for Oregon	llow
REOL	JEST FOR RECONVEYANCE	
To Trustee:		
The undersigned is the holder of the not	te or notes secured by this Deed of Trust. Said not	. or notes to
said note or notes and this Deed of Trust, w	te or notes secured by this Deed of Trust. Said note eed of Trust, have been paid in full. You are hereby which are delivered hereby, and to reconvey, withour to the person or persons legally entitled thereto	y directed to cancel
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AFFIDAVIT

State of Oregon) ss, County of <u>Klamath</u>) ss,	SAFECO Title Insurance Company Policy No. <u>11740</u>
(I/We) <u>Bobby Lee and P</u>	earl B. Austin under oath, state:
Lot 3, Block 3, KLA according to the of	B. Austin (has/have) exclusive ollowing described real property: MATH RIVER SPORTSMAN'S ESTATES, ficial plat thereof on file in the y Clerk of Klamath County, Oregon.
2. There have been n	o repairs or alterations upon the said ing the preceding 60 days except:
왕이라 (1925년 전 1925년 1일	d bills for material or labor arising or alterations upon said real property.
Dated: <u>October 13</u>	2 Balles Les Christ
	Bobby Lee Austin Purchaser (Pearl B. Austin Owner Purchaser (Purchaser (
Subscribed and sword and sword of OCTOBER	on to before me this /2 the
	Notary Public for Oregon My Commission expires: 3-20-85
(Not for use on new construct L-302 (Oregon GS)	ion)
STATE OF OREGON; COUNTY OF KLAMATH; so I hereby certify that the within inst	tument was received and filed for record on the
_13 day of A.D., 1982	at 3:26 o'clock M., and duly recorded in
Vol_M82 , of Mtge on page Fee \$ 20.00	13660 · EVELYN CLERK By dya Mc June deputy