WHEN RECORDED MAIL TO

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 540 MAIN STREET KLAMATH FALLS, OREGON 97601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

	10th day of NAY
THIS DEED OF TRUST is made this	REINKE and CHERYL A. REINGE.
19.83 among the Grantor, ROBERT R	· KATAKA dim And
bushand and wife.	. (herein "Borrower"),
idendia cicomore	(herein "Borrower"),
William Sisemore,	s Loan Association a comporation organized and
Klamath First redead: Savings.	a pour morion
existing under the laws of the United State	es of America whose address is. Oregon 97601 (herein "Lender").
EAO Main Street Klamath Falls	, Oregon 9/601 (herein "Lender").
940 14411 Derece,	* * * * * * * * * * * * * * * * * * *

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:

bot 43, LAMRON HOMES, in the County of Klamath, State of Oregon.

\*\*Adjustable Rate Loan Rider made a part herein.

which has the address of ...5119 Sturdivant Klamath Falls (City)

Oregon 97601 (herein "Property Address");

[State and Zip Code]

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.

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

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, 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 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 if Lender is such an institution). Lender shall apply 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 may agree in writing at the time of execution of this 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable priors to the burds and the purpose for

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 promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds Borrower shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower 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.

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

Borrower 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 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable 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 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, and in the earth of the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower of such payments. Fequired to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in.

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 Lend

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

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 to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing any such application of proceeds to resignified.

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 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.

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 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. were a part hereof.
7. Protection

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 Deed of Trust, or if any action or proceeding is commenced 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, disbutsement of reasonable attorney's fees and entry upon the Property to make repairs. It 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 insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the maintenance of the property of the property of the property of the property of payable upon notice from Lender to Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate payment. 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 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 naid to Lender.

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 the proceeds paid to Borrower.

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. Lender shall not be required to commence 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 remedy to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust. Or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

right to accelerate the maturity of the independency of the special content of the special

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 Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to hotice 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 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 Itelader 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 to be recorded manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of sarcels and in such order as Trustee may determine. Trustee, without demand on Borrower, shall self the Property at public announcement at the time and place and under the terms designated in the notice of sale in the Property of the public announcement at the time and place of any previously scheduled sale. Lender or Lender's decigne may purchase the 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 purenase me Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty. Trustee shall deliver to the purchaser 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 sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence: (b) to all sums secured 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust or the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be (b) Borrower cures all breaches of any other covenants or agreements of Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust; (c) contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums

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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 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 thered. Such person or persons shall never to reconvey the property without charge to the person or persons legally entitled thereof.

thereto. Such person or persons shall pay all costs of recordation, if any.  23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.  24. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.  25. Attorney's Fees. As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.
In Witness Whereof, Borrower has executed this Deed of Trust.
ROBERT R. PEINKE -Borrower  Cheryl A. Reinke -Borrower
STATE OF OREGON, Klamath
On this. 10th day of May 1983 personally appeared the above named Robert R. Reinke and Cheryl A. Reinke and acknowledged the foregoing instrument to be their voluntary act and deed.
My Commission expires: 4/24/85  Before me:  Notary Public for Oregon
REQUEST FOR RECONVEYANCE  To Truste:  The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.
Date:
(Space Below This Line Reserved For Lender and Recorder)

## ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

DECREASES IN THE INTEREST RATI	E WILL RESULT IN BOWLET THE PROPERTY OF THE PR
be deemed to amend and supplement the Morgage,	eed of Trust, or Deed to Secure Debt (the "Security Instru-Borrower") to secure Borrower's Note to
	vering the property described in the Security Instrument and Falls, Oregon 976Cl.  Property Address
- Living to the equenents and	agreements made in the Security Instrument, Borrower and
to the covenant and agree as luliums.	
The Note has an "Initial Interest Rate" of . 12.0	noer, 1984 and on that day of the month every
.12 months thereafter.  Changes in the interest rate are governed by change	es in an interest rate index called the "Index". The Index is the:
[Check one box to indicate Index.]	Previously Occupied Homes, National Average for all Major
(2) []*	
	changes in the interest rate on each Change Date; if no box is checked there will
[Check one box to indicate whether there is any maximum timit on c	Change Date
(1) There is no maximum limit on changes See note (2) St. The interest rate cannot be changed by Delow If the interest rate changes, the amount of Borrow The interest rate will result in higher payments.	wer's monthly payments will change as provided in the Note. In- nts. Decreases in the interest rate will result in lower payments.
B. LOAN CHARGES  It could be that the loan secured by the Security I and that law is interpreted so that the interest or other loan would exceed permitted limits. If this is the case necessary to reduce the charge to the permitted limit; and permitted limits will be refunded to Borrower. Let a make the Note or by making a direct paymen	Instrument is subject to a law which sets maximum loan charges or loan charges collected or to be collected in connection with the their (A) any such loan charge shall be reduced by the amount and (B) any sums already collected from Borrower which exceedender may choose to make this refund by reducing the principal at to Borrower.
C. PRIOR LIENS  If Lender determines that all or any part of the which has priority over this Security Instrument, Let shall promptly act with regard to that lien as provided the security an agreement in a form satisfactory to Lenders	e sums secured by this Security Instrument are subject to a nen nder may send Borrower a notice identifying that lien. Borrower ded in paragraph 4 of the Security Instrument or shall promptly er subordinating that lien to this Security Instrument.
D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to	paragraph 17 of the Security Instrument, Lender may require (1) increase in (or removal of) the limit on the amount of any one in in the Base Index figure, or all of these, as a condition of Lender's raph 17.
with a limit on the interest rate adj or minus three (+/- 3.00) percentage p	justments during the life of the loan of plu
	Cheryl A. REINEE -Borrower
STATE OF OREGON: COUNTY OF KLAMA I hereby certify that the within record on the <u>lith</u> day of <u>May</u> and duly recorded in Vol <u>M83</u> , o	instrument was at 10:49 o'clock A M,
and dary 10001100 in the	EVELYN BIEHN COUNTY CLERK
	by Mis Kuri Deputy
Fee \$ 20.00	~1 <u>~</u>