WHEN RECORDED MAIL TO KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION 540 MAIN STREET KLAMATH FALLS, OREGON 97601

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

Vol.<u>M83 Page</u> 10721

DEED OF TRUST

THIS DEED OF TRUST is made this. .

THIS DEED OF TRUST is made this......lst......day ofJuly 19.83, among the Grantor,....RONNIE T. BLOFSKY and NANCY J. BLOFSKY,

.William Sisemore, Klamath First Federal Savings & Loan Association ..., a corporation organized and

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:

The South one-half of Lot 3, Block 6, Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVINGS AND EXCEPTING that portion described in M65 page 1197, records of Klamath County, Oregon, for the widening of Bisbee Street.

**Adjustable Rate Loan Rider made a part herein.

[City]

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";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. July 1st, of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1st., 1995 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 hercof (hercin "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.

OREGON-1 to 4 Family-6/75*-FNMA/FHLMC UNIFORM INSTRUMENT

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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 Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, 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 may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless 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 be paid to Borrower and unless such agreement is made or applicable law requires such interest to the Funds shall be the ananual accounting of the Funds showing credits and debits to the Funds and applicable law required to make such a charge, an annual accounting of the Funds showing credits and debits to the Funds and and the deposite of the funds showing credits and debits to the Funds and the deposite to the funds are applicable law requires such interest to the funds was made. The Funds are pledeed as additional security for the sums secured by this Deed of Trust.

shall give to boltower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.
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, shall exceed the amount of the Funds held by Lender shall not be sufficient to pay 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. Borrower shall pay to Lender any amoun tnecessary 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, any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender under 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 paragraph 1 hereof shall be applied by Lender frist in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to 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 pay all taxes, assessments and other charges, fines and impositions attributable to the payee thereof. Borrower shall pay all taxes, assessments of amounts due under this p

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 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 cartier 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 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 cr acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such 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 condominium or planned unit development, and constituent documents. If a condominium or planned unit development 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.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider **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 bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such 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 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 manner provided under paragraph 2 hereof. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender to enterns 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 are such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any

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 interest in the Property.

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public announcement at the time and place of any previously scheduled sale. Lender or Lender's designed 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. In the proceeds of the sale in the following order: (a) to all reasonable costs and expenses and expenses and expenses of the proceeds of the sale in the following order: (a) to all reasonable costs and expenses and expenses of the prover's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, the Note and proceedings begun by Lender to enforce this Deed of Trust is Deed of Trust, the Note and notes securing Future Advances, if any, but he Note and notes securing Future Advances, if any, had no acceleration occurring the advances of any other covenants or agreements of Borrower pays all reasonable expenses incurred by Lender and Trustee's remedies as provided in this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurries (b) Borrower pays all reasonable expenses incurred by Lender's and Trustee's remedies as provided in this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurries (b) Borrower pays all reasonable expenses incurred by Lender's and Trustee's remedies as provided in this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurries in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hered of Trust, Lender's fees; and (d) Borrower takes such action as Lender may reasonably requires to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums to assure th

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 breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall fuel notice to acceleration and the right to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to of a default or any other defense of Borrower to acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and the right to bring a court action to assert the non-existence and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable attorney's fees.
 If Lender invokes the power of sale, Lender shall exceute or cause threses incurred in pursuing the remedies provided in the solution to assert the notice of sale in the route of default and of Lender's option to cause the Property to be sold, and shall cause such and iteles approximate to a secure day applicable law. Lender shall be entitled to, reasonable attorney's fees.
 If Lender invokes the power of sale, Lender shall exceute or cause trustee to execute a written notice of the occurrence as the ime and place and under the terms designated in the notice of sale in the trustee, without the default and of Lender's deletion to cause the property to be sold, and shall cause such notice to be recorded such time as may be required by applicable law. Trustee, without demand on Borrower and to the other persons prescribed by applicable law. After the lapse to iso the time as may be required by applicable

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 subject to the provisions of the rights hereunder shall insure to, the respective successors. The covenants and agreements herein the explores of the paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several Liability. Captions. The covenants and agreements herein. All covenants and agreements of Borrower shall be joint and several Liability. Captions are herein and so the provisions of the paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several Liability. Captions are herein the provisions foreof.
 A Notice. Exercise the provisions foreof.
 A Notice. Exercise the provision of the paragraph 17 hereof. All covenants and agreements of Borrower shall be given by catefiled mail addressed to be given in another manner. (a) any notice to the raddress at such other address as a provided mail, return receipt requested, to Lender's address stated herein or to be offer this beed of Trust shall be given by catefiled mail, return receipt requested. The Cander shall be fore in this beed of trust shall be given by catefiled mail, return receipt requested. The shall be report to a state of the paragraph 17 his foreower or Lender when given in the manner designated herein or to earlier the provisions of this Deed of Trust and the Note and the approximate a uniform Scenartity instrumed to the work conflicts with applicable law, succession and to this end the provisions of the Deed Trust and the Note and be green file without the auditors state therein is sold or transfered to this beed of Trust and the Note and for the specerable.
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Unless Lenger and Dortover outer the agent of the inparagraphs 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 successors in interest of Borrower shall not operate to release, in any manner, secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower and Borrower's successors in interest. Lender shall not be required to commence to release, in any manner, 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 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. Interest of Borrower and Borrower's successors in interest. It is the security anortization 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. It is the secure and the secure of the secure and the security of the insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's successive of any such right or remedy hereunder. All remedies provided in this Deed of Trust are distinct and cumulative to any other right successively.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any and shall be paid to Lender.
In the event of a total taking of the Property, the proceeds shall be applied to the sume secured by this Deed of Trust. 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.



secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and 20. Assignment of Rents, Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower 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, 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, 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 and 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 rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment 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.
20. 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 therecon.
21. Reconveyance. Upon payment of all sums secured by this Deed of Trust teore recovers shall surrender the Property without warranty and without charge to the prosent special provide there and without charge to the property. The erood payment of all sums secured by this Deed of Trust et or reconvey to truste to any Truste with environment of the sums secured by this Deed of Trust devine the receiver is the property and without charge to the person or persons legally entited to receiver's the receiver's fees, provide and all notes widencing indebtedness secured by this Deed of T

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

RONNT -Borrower -Borrower

the foregoing instrument to be ... their ... voluntary act and deed.

(Official Seal) My Commissiony expires: 6-16-84

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OTAC:

Before me: arlene

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with allocher 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.

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ADJUSTABLE RATE LOAN RIDER

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

This Rider is made this ... 1st. day ofJuly, 19.83..., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an "Initial Interest Rate" of 1, 1, 1/%. The Note interest rate may be increased or decreased on the 1.2 day of the month beginning on . September....., 19.84... and on that day of the month every

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1) E* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will

See below (2)

The interest rate cannot be changed by more than 1,00 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges

and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender 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) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's

By signing this, Borrower agrees to all of the above.

With a limit on the interest rate adjustments during the life of the loan of plus STATE OF OREGON, County of Klamath)

Filed for record at request of

20,00

09-12432

Sec

on this_7_ day of July_A.D. 19_83 8:56 o'clock ___ M, and duly at recorded in Vol.<u>M.83</u> of <u>mtges</u> Page EVELYN BIEHN, Court Clerk Verne Deputy By

7...(Seal) (Seal)

re than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply. ADJUSTABLE RATE LOAN RIDER-6/81-FRLMC UNIFORM INSTRUMENT

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