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LUNIFORM COVENANTS. Borrower and Lender covenant and agree as follows. Conscient the principal and interest indebtedness 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest.

المجاورة ال any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including evidenced by the Note. Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid 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.

ments or ground rents, it any.
3. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as lender may require and

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that in such amounts and for such periods as Lender may require 21 such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement. right to note the policies and renewals thereof, subject to the terms of any mortgage, deed of trust of other security agre with a lien which has priority over this Deed of Trust.

... In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss

but If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is. if not made promptly by Borrower, a banc of the buebout, correspond to the Deed of Mast an 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

4. 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 secured by this deed of Trust. 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

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of condominium or planned unit development, and constituent documents. Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of agreement or applicable law. payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing

contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. 6-Inspection Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lander shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

of 7. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. interest in the Property.

8. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify. amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein

contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify for bear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that borrower's interest in the

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10 10 Notice Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of This chill be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borniver as provided herein Any notice provided for in this Deed of Trust shall be deemed

to have been given to Borrower or Lender when given in the manner designated herein.

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11. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. 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 on the which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall ബ്രിബ്രി all of Borrower's obligations ander any home rehabilitation, execution or after recordation hereof. improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements

14. Transfer of the Property. Borrower shall not sell or transfer all or any part of the Property or an interest therein, or offer to do so, without Lender's written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any

leasehold interest of three years or less not containing an option to purchase.

LUNNON: UNIFORM COVENANTS; Borrower, and Lender further covenant and agree as follows:

Dect5. Acceleration; Remedies. 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 Trust, Lender prior to acceleration shall give noticato Borrower as provided in paragraph 10 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) addate; not less than 10 days from the date the notice is mailed to 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 inform Borrower of the right to reinstate after 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 sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due 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 paragraph 15, including, but not limited to, reasonable

the If Lender invokes the power of sale Lender shall execute or cause Trustee to execute a written notice of the occurrence of attorneys' fees. an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by 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 therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the 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.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to 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 then due under this Deed of Trust and the Note had no acceleration occurred; (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 contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust Lender'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 curv by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. 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 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and

Upon acceleration under paragraph 15 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 attorneys fees, and then to the sums secured by this Deed of Trust. Lender and the receiver teceiver's bonds and reasonable accounting to those rents actually received. The between the between the count only for those rents actually received.

the Property and shall surrender this Deed of Trust and all unies evidencing indebt edges are and by the Deed of Trust to 18. Reconveyance. Then asyment of all sums secured in this Deed of Thist, Lender chair request these in reconvey

18. 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 to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation and reconveyance, if any.

19. 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. 20. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court. Burroser hereing assigns to be oder the centerfully firstenedly pravided that the reversion above to be a solution of the first first pravided that the reversion of the first TE Vestilianant of Bours: Valor REQUEST FOR NOTICE OF DEFAULT raid the received as it has received in AND FORECLOSURE UNDER SUPERIOR-Linst Printers and printers and the Control of the attornėjes fetes and tab Bernaver takes such action as Lender may reasonably reacted to assess that the Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. which would be then due under this Deed of Trust and the Male had no need walten security in 19 are some and in the cour. IN WITNESS, WHEREOF, Borrower has executed this Deed of Trust. discontinued at any time prior to the earlier to occur of the standay below site of the standard of the same of Deed of Trust, and the expess it any, so the person or the section of the forms of forms of the form of the Borrower's Right to Reinstate. Notwell handling the Not section of the form of the Borrower's breach. Borrower shall have the right to be to present its hegun handle. sucteding but not that of the complete of the state of th expressed or implied. The verticals in the transfer side of the series are ex-therein. Transec shall apply the proceeds of the cale in the following areas are alse time and place of any previously scheduled sais. London or Lendon became may purchase the frequency modes.

Truston shall deliver to the purchaser Truston's deed on DIANA, Litt. BAKNES. I sate at a many modes. at the time and pince of any preticually substained sais. Londer of STATE OF OREGON, a this of Klamath to make be the company of the property of the company of the personally appeared the above named JAMES: AND BARNES AND DIANA F. BARNES PRESENT OF THE PROPERTY AND SCHOOL BEING STREET OF THE PROPERTY OF THE P the foregoing instrument to be the ir voluntary act and deed. voluntary act and deed. ettoriers ("............ Company (1938) Company of the policy of the note or notes secured by this Deed of Trust. Said note or notes, together with all other not 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, withou warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto, appear concurred and affice as go power leasehold interest of three years or less not containing an option to purchase Date of the a company of spine was and the of their offer to do so, without Lender's written consent, excluding to the creation of a sen an ambiguite subsequing to the d 14. Transfer of the Proporty Borrower shall not sell or transfer all on any part of the Property of an internal party of inade to the Property. dufenses which tharms or may have against parties who samply taken major along a research come and the contribution of the Letters to the Control of the Contro inprovediens, superi et ether han ngreement which florische antère gerrace réduce recent de la Company 13 Herapilitation Com Agreement Bearing Labor MAIL on AL Lot TAX INFORTO: Person Library Library execution or after respectively executive 15 Bettowers Cost Become Span to Deling of JAMES A. BARNES DIANA F. BARNES nian speciment and the problem of the problem of 1930 LOGAN DRIVE compared to KLAMATH FALLS OREGON 97601 STATE OF OREGON: COUNTY OF KLAMATH :ss and duly recorded in Vol M 83, of mtges on page.112go EVELYN BIEHN COUNTY CLERK Fee \$16.00