09-12497 \$**5796** TA 38-26676

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

Vol. <u>M83 Page</u> 16541 Vol. M& Page 17907

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

ب م	THIS DEED OF TRUST is made this
<u>c</u>	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

Lot 1, Block 5, FAIRVIEW ADDITION NO. 2 to the City of Klamath Falls, in the County of Klamath, State of Oregon.

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

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which has the address of .. 1620 Lakeview St. ..... Klamath Falls .....,
.Oregon .....976.01......(herein "Property Address");
      [State and Zip Code]
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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";

of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on.

October 1st, 2008 ....; the payment of all other sums, with interest thereon, advanced 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.

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

AND LEGGT TO A COMPANY OF THE SECRETARY AND AND SECRETARY AND SECRETARY

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 contact and interest on the principal of and interest on the contact and interest on the day monthly installments of principal and interest are payable under the Note, and the principal of and interest 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 the busis 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 or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds, analyzing said assessments. Departite Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender 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

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 as they fall due, such excess shall be, at Borrower's option, either property in the payable prior to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either 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. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender at the time of application as a credit against the sums secured by this Deed of Trust.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the principal on any Future Advances.

A Charges: Liens Borrower shall pay all taxes assessments and other charges fines and impositions attributable to

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 Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the other payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. And in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the required to discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required 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, against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower shall not require that the amount of that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner language in favor of sold in the manner, by Borrower making payment, when due, directly to the language in favor of sold in the manner.

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust would date notice is mailed by Lender to Borrower, or if Borrower fails to respond to Lender within 30 days from the 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 in such and to any insurance policies and in and to the property is acquired by Lender, all right, title and interest of Borrower acquisition and Maintanance of Property is acquired by this Deed of Trust.

Proceeds to the sums governed by the property of the property is acquired by Lender, all right, title and interest of Borrower acquisitions shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. 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 rider is executed by Borrower and recorded together with this Deed of Trust, the by-laws and regulations of the shall be incorporated into and shall amend and supplement the covenants and agreements of such rider were a part hereof.

snan of incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider Y. 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, disburse such action as is necessary to protect Lender's interest, including, but not limited to, disburses such condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required mortgage insurance as a Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain such anner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional date of disbursement at the rate payable from Lender to Borrower requesting payment thereof, and shall bear interest from the asuch rate would be contrary to applicable law. In which event such amounts shall bear interest at the highest rate any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided interest in the Property.

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. 16643

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 such proportion of the proceeds taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

It the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make 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, 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 otherwise afforded by Lender Not a Waiver. Any forbearance by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

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.

right to accelerate the maturity of the indebteuness secured by this Deed of Trust are distinct and 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 remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

3. Successors and Assigns Bound; Joint and Several Linbility; Captions. The covenants and agreements herein subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and Several. Linbility captions. The captions and headings of the paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions are the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several interpret or define the provisions hereof.

1. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Lender provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower as the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for Trust shall be deemed to here provided or the provision of the provision of the successor and assignate by notice to Borrower sporded herein. Any notice provided for the successor and assignate by the law of the jurisdiction in which the Property is notice provided in this law and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument of the property. This Deed of Trust or the Note conflict with applicable law, and the sent that party provision or clause of this Deed of Trust or the Note which can be given effect without the conflict shall no

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 Brust, (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 is mailed to 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 the right to bring a court action to assert the non-existence specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies permitted by applicable and event of default and of Lender's election 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, shall sell the Property at public ancent in the time and place and under the terms designated in the notice of sale in the auction to the highest bidder at the time and place and under the terms designated in the notice of sale in the auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more Property at any sale.

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

public announcement at the time and place of any previously scheduled sale. Lender of 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, the coverage of implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made 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.

Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained at any time then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred: (b) Borrower cures all breaches of any other covenants or 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 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 rents of the Property including those past due. All rents collected by Lender or the receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the 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, the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust and all In WITNESS WHEREOF, Borrower has executed this Deed of Trust. John Teinsberg
OHN LUNDBERG

ANNA D. LUNBberg

---.....and acknowledged the foregoing instrument to be . their ..... voluntary act and deed. My Commission expires: 4/24/85 REQUEST FOR RECONVEYANCE TO TRUSTEE! 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.

(Space Below This Line Reserved For Lender and Recorder)

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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. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

TOWER PAINTENES.	
This Rider is made this 23rd day of September, 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 Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to	
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1620 Lakeview St., Klamath Falls, Oregon 97601  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 14	
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) □ * "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.	
(2) *	
[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date: if no how is checked there is	
be no maximum limit on changes.]  (1)  There is no maximum limit on changes in the interest rate at any Change Date.	
Be Delow(2) Lx The interest rate cannot be changed by more than $\pm \cdot 00$ percentage points at any Change Details	
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.  B. LOAN CHARGES	
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.  C. PRIOR LIENS	
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 waiving the option to accelerate provided in paragraph 17.  By signing this, Borrower agrees to all of the above.	
ith a limit on the interest rate adjustments during the life of the lear of	plus
minus three (+/- 3.00) percentage points. John Jundbly (Seal)	
—Borrower	
Laure ( \ Vu also	
DONNA J. KUNDBERG (Seal)	
—Borrower	
STATE OF OREGON: COUNTY OF KLAMATH: ss I hereby certify that the within instrument was received and filed for record on the 28thday of Sept. A.D., 1983 at 10:22 o'clock PN and duly recorded in Vol M 83 for Mortgages on page 16641	- 1,
EVELYN BIEHN, COUNTY CLERK	
Eco Soc oo deputy	

Reseconded to Correct Recording time,

STATE OF OREGON, ) County of Klamath ) Filed for record at request of

on this 18thay of OctoberA.D. 19 83 at 8:58 o'clock A M, and duly recorded in Vol. M83 of Mortgages Page\_\_\_17907

EVELYN BIEHN, County Clerk By PAm Amith Deputy

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