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Vol. 19043

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

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

A parcel of land situated in portions of Government Lots 15 and 16 in Section 1, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right of way line of the Bonanza to Malin Highway as the same is presently located and constructed, said right of way line being 40.0 feet distant at right angles Southeasterly from the centerline of said highway, from which point the Northeast corner of Section 1, Township 40 South, Range 11 East of the Willamette Meridian bears North 18°02' 30" East 4809.8 feet distant, said point being at the Southwesterly corner of the Bedfield Cemetery property; thence South 86°47' East along the Southerly boundary of said cemetery 340.0 feet to a point; thence South 13°58' West 822.2 feet, more or less to the South line of Government Lot 15; thence along the South line of said Lot 15 South 88°42' West 346.3 feet, more or less, to a point on the Easterly right of way line of the Bonanza to Malin Highway; thence along said right of way line North 13°58' East 850.0 feet, more or less to the point of beginning.

.Oregon 97.601 (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";

Borrower covenants that Borrover 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:
I. 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, to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, to Lender on the day monthly installments for mortgage insurance, if any, all as reasonably estimated initially and from plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated by a Federal or The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or The Funds shall be held in an institution. Lender may agree in writing at the time of execution of this such an institution. Lender may agree in writing at the time of execution of this perifying and compiling said assessments in abills. Unless Lender may agree in writing at the time of execution of this perifying and compiling said assessments and bills unless Lender may agree in writing at the time of execution of this perifying show a perifying and compilicable law for ower and Lender may agree in writing at the time of execution of this perifying show that interest on the Funds shall be paid to berower and Lender may agree in writing at the time of execution of this perifying and compiling said assessments in a bills on the requires such an enterest on the Funds shall be perifying and compilicable law perifying and compiling said assessments and

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 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. The Huds at the amount of the Funds the sufficient to pay taxe, assessments, insurance premiums and ground rents, shall exceed the amount rents. If the amount of the Funds promptly repaid to Borrower or credited to Borrower, assessments, insurance premiums and ground rents as they fall due. Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. The Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed Borrower 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 cherwise acquired by Lender, any Funds held by Lender, Inder paragraph 18 hereof the Property or its acquisition by Lender, any Funds held by lender first in payments are credited by applied by Lender first in payments are credited by Borrower and priority over this Deed of Trust.
Application of Payments. Unless applicable haw provides otherwise, all payments received by Lender they provide under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and priority over this Deed of Trust, and leasehold payments or ground rents, at further Advances.
4. Application of Payments. Unless applicable to Lender the paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and the

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, 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

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it 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 be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid be impaired, the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to restoration or repair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property is authorized to collect 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 such sale or or cacquisition 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; Leascholds; 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 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 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.

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 bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such 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 insurance in effect until such time as the requirement for such insurance terminates in accordance premiums in the 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 Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional at such rate would be contrary to applicable law, in which event such amounts 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 any action hereunder.

any action nereunder. 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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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 paid to Lendor.

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. 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 with the balance 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 paid to Borrower. taking bears to the fair market value of the Property Infinemately prof to the date of taking, status, the status of the sums repeated by 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 mailed. 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.

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 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 to extend time for payment or otherwise modify amortization of the sums interest. Is forbearance by Lender Not a Waiver 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 funders secured by this Deed of Trust by reason of any demand made by the bor of preclude the exercise of any such right or remedy. The procurement of insurance or the payment of takes or other liens or charges by Lender shall not be a waiver of Lender's the procurement of insurance or the payment of takes or other liens or charges by Lender shall not be a waiver of Lender's needed. Thus are distinct and cumulative to any other right is to accelerate the maturity of the indebtedness secured by 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.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or energy under this Deed of Trust or allorded by law or equity, and imay be exercised concurrently, independently or currently.
 3. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein cuntained shall bind, and the rights hereunder shall increase the ender and Borrower.
 3. Successors and herights hereunder shall increase the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several times to the provisions of paragraphs of this Deed of Trust are for convenience only and are not to be used to the provisions hereor.
 a. Text or define the provisions hereor.
 b. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to here address as Lender may designate by notice to Lender's and Derower and designate by notice to Lender's and designate herein and the right address are law for the provision between the designate by notice to Borrower as provided herein, and not other address as Lender may designate by notice to Borrower as provided herein in the Property is located in this Deed of Trust shall be given by confined on any notice to constitute a 'uniform beed of Trust's deservability. This form of deed is onstitute a 'uniform security instrument in the deserver of Lender's provided herein in the provision or clause of this Deed of Trust or the Note which can be given the provisions of this Deed of Trust and the Note and of this Deed of Trust stall be given by confined and severability. This form of deed refer when applicable law, such conflict and no non-uniform covenants with limited variations by jurisdiction to constitute a 'uniform security instrument' in the severability. This form of deed on the instrument's confines and the properity as the conflicting provision and affection of a purchase

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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 Trinst, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the 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 further notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice may result in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately specified in the notice. Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately specified in the notice. Lender all reasonable costs and expenses incurred in pursuing the remedies provided in this law. Lender invokes the power of sale, Lender shall excetter or cause the Property to be sold, and shall cause such notice to be recorded if Lender invokes the power of sale, Lender shall excetter or Trustee to execute a written notice of sale in the of 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 othe such in each of a sale in the line and place and under the terms designated in the notice of sale in othe such in each county in which the Property of Borrower and to the lother persons prescribed by applicable l

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 sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of the sums secured by this Deed of Trust, the fifth day before sale of the Property pursuant to the power of sale contained in 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 causa all breaches of any other covenants or agreements of Borrower is reasonable expression for any Trustee in enforcing the Sorower cures all breaches of any other covenants or agreements of Borrower is provided in paragraph 18 hereof.

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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 20. Assignment of Recits; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower heredy assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by indicidly appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver's bonds and reasonable attorney's leaved ob Borrower. Such Future Advances. Upon request of Borrower, Lender, an Lender's option prior to full reconveyance of the secured by this Deed of Trust and all notes are secured hered.
2. Reconveyance. Upon payment of all sums secured by this Deed of Trust. Lender and the receiver's torust and shall surface the Property without warrant and all notes stating indebtedness secured by this Deed of Trust.
2. Reconveyance. Upon payment of all sums secured by this Deed of Trust. Lender shall request Trustee to reconvey the Property with and all notes are secured hered.
2. Substitute Trustee shall pay all costs of recordation. If any.
2. Attorney's Fees. As used in this Deed of Trust and all notes are secured hered.
2. Reconveyance. Upon payment of all sums secured by this Deed of Trust. Lender shall request Trustee and appoint thereto. Such person or person is shall pay all costs of recordation. If any.
2. Recon

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

DAVID E. KING E. Hing ROBIN M. KING

STATE OF OREGON,

On this.....4th

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day of ... November......, 19. 8.3, personally appeared the above named David E. King and Robin M. King the foregoing instrument to be. their voluntary act and deed.

-Borrower

-Borrower

(Official Seal)

My Commission expires: 6-16-84

Beforg me:

Darlene D. V. Uckers. Notary Public for Oregon

OFAC TO TRUSTEE

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 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) 物理病 医胰尿管

STATE OF OREGON,) County of Klamath)	
Filed for record at request of	
on this 4th day of <u>Nov</u> . A.D. 1 at <u>1:29</u> o'clock <u>P</u> M, recorded in Vol. <u>M83</u> of <u>Mortga</u>	1.1.1.1
EVELYN BIEHN, County CI	ork
By Amismith Dep	uty

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