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

KCT K-36980

09-12631

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'84 APR 23 AH 11 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

Lot 12 in Block 2 of Tract 1145, Nob Hill, a resubdivision of portions of Nob Hill, Irvington Heights, Mountain View Addition and Eldorado Heights, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Saving and excepting therefrom the Northwesterly 2 feet thereof.

**Adjustable Rate Loan Rider made a part herein.

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";

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.

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.

and to the any instance poincies and in and to the proceeds thereor resulting from damage to the Property prior to use sate acquisition.
 6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Borrower 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 use of the property is good repair and shall not commit waste or permit impairment or deterioration of the Property or covenants creating or governing the condominium or 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, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development and and supplement the covenants and agreements of this Deed of Trust is a part hereof.
 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursement or application as is increasing involving a necessary to protect Lender's interest, including, but not limited to, disbursement of the year required noting and take such action as secured by this Deed of Trust. If Lender required noting insolvency, code enforcements and agreements contained in this bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursement or insurance in effect until such time as the equirement 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 with Borrower's and insurance as a disbursement or applicable law. Borrower shall pay the annount of all mortgage insurance as an including but not limited to. disbursement of the rote

Borrower snall give prompt notice to the insurance carrier and Lenuer. Lenter 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 date notice is 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 secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

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.

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 manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments event Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, such coverage exceed that amount of coverage required to pay the existing or hereafter erected on the Property insured 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 provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the clause in favor of and in form accentable to Lender. Londer shall have the right to held the relicion and excentable to Lender clause in favor of and in form accentable to Lender. Londer shall have the ri

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 promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds 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 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 otherwise acquired by Lender, any Funds shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender of application as a credit against the sums secured by this Deed of Trust.
Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts received by Lender under the 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 prior the next the Deed of Trust.

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 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 Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or insurance' premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said ascessments, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agree in writing at the time of execution of this shall give to Borrower, without charge, an annual accounting of the Funds show green its made or applicable law shall give to Borrower, which are an annual accounting of the Funds showing or the Funds. Lender shall or be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender this shall give to Borrower, which charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender to shall give to Borrower, which charge, an annual accounting of the Funds showing credits and debits to the Funds and the shall give to Borrower, which the funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the on any Future Advances secured by this Deed of Trust.
 Funds for Taxes and Insurance. Subject to the principal of and interest on the principal of and interest.

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



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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 in the event of a total taking of the Property, the proceeds shall be applied to the sume second by this Dord of Trutters. 6667

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.

paid to Borrower.
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sume secured

or remedy under this Deed of Trust or allorded by law or equity, and may be exercised concurrently, independently or successively. 13. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 17 hereof. All covenants and agreements of Borrower shall be joint and Borrower. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to be used to be given in another manner. (a) any notice to the provision to be used to be given in another manner.

The captions and headings of paragraphs of this Deed of Trust are for convenience only and are not to be used to 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to 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, return receipt requested, to Lender's address stated herein, and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein, and the address as Lender may designate by notice to Borrower or Lender when given in the manner designated herein, and ational use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument not affect other provisions of this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located and to this end the provisions of the Deed of Trust and the Note are declared to be severable. 16. Borrower's Copy. Borrower sall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof. 17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred this Deed of Trust and upon the creation of a lien or encumbrance subordinate to and to the reader's prior written consent, excluding (a) the grant of any leaschold applicances, (c) a transfer by device, is satisfactory to Lender's have may a join to accelerate provind applicable diverse of these and the prior to buschold applicances, (c) a transfer by device, in and the provision of the property; shauphion. If all or any security interest for household applicances, (c) a transfer by device, and the secure of the Property; Assumption. If all or any part of the property or an interest therein is sold or transfer to descent or by operation of a withen assumption applicable on thousehold applica

all obligations under this Deed of Trust and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

Non-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the 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 is the cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration and the sums secured by this Deed of Trust and sale of the Property. The notice shall further of a default or any other deforise 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 aragraph 18, including, but not limited to, reasonable attorney's fees. of an event of default and the Property or Some part thereof is located in their property is sufficient in the property or some part thereof is located in the acceleration of Lender's event or cause the Property to be sold, and shall cause such notice of the occurrence in a event of default and to Herder's event or 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 be or owner and under the terms designated in the notice of sale in the paragraph 18 with other at the imme and place and under the terms designated in the notice of sale in the acceleration of the adverter of a sale in the terms designated in the notice of sale in the parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed

Property at any sale. Trustee and piace or any previously scheduled sale. Lender or Lender's designee may purchase use Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty. There is the proceeds of the trustee's deed shall be prima facie evidence of the truth of the statements made expenses of implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence: (b) to all sums secured 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 or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; be a for one covenants or agreements of Borrower contained in this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; be a source of any other covenants or agreements of Borrower contained in this Deed of Trust, the Note and notes securing future advances, if any, had no acceleration occurred; to assure that the lien of this Deed of Trust, Lender's interest in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, Lender's fees; and (d) Borrower takes such action as Lender may reasonable 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



secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. **20.** Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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.

receiver's bonds and reasonable attorney's fees, and then to the sum 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 receivey and the receiver as the secured by this Deed of Trust. Lender and the receiver shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.
22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall sure title, power and duties conferred upon the Trustee herein and by applicable law.
24. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.
25. Attorney's Fees. As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.

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

STATE OF OREGON, . .

. 20th......day of... April......, 19.84., personally appeared the above named On this... the foregoing instrument to be their ... voluntary act and deed.

(Official Seal) My Commission expires 6-16-84

Before me: arlene

REQUEST FOR RECONVEYANCE

To TRUSTEE! C

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)

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.

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 KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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 . 12. . %. The Note interest rate may be increased or decreased on the 1st. day of the month beginning on ... September, 19.85... and on that day of the month every .12 ... months thereafter.

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) -*

김태양 지수를 잡는 것이 수요.

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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 (1) There is no maximum limit on changes in the interest rate at any Change Date.

See below

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.

C. PRIOR LIENS

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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.

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.

With a limit on the interest rate adjustments during the life of the loan of plus or minus three

.... (Seal) TEVEN W. JAS PERSON -Borrower repert ... (Seal) JASPERSON -Borrower

Deputy

STATE OF OREGON: COUNTY OF KLAMATH:ss I hereby certify that the within instrument was received and filed for record on the 23rd day of April A.D., 1984 at 11:11 o'clock Mortgage on page<u>666</u> EVELYN BIEHN, COUNTY CLERK Fee: \$ 20.00