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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this
19.84 among the Grantor Apply D. April day of April
husband and wife, warkins and NORMA J. WATKINS
William Sisemore. (herein "Borrower").
nusband and wife, Milliam Sisemore, Klamath First Federal Savings and Loan Association existing under the laws of the United States of America Markins and NORMA J. WATKINS, (herein "Borrower"), (herein "Trustee"), and the Beneficiary, existing under the laws of the United States of America Mose address is
existing under the laws of the United States of States o
existing under the laws of the United States of America, a corporation organized and 540 Main Street, Klamath Falls, Oregon 97601
(herein "Lender")
and conveys to Trustee, in trust with power of
Klamath
Signature of Oregon:

Lot 7 in Block 12, TRACT 1006, known as SECOND ADDITION TO CYPRESS VILLA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**Adjustable Rate Loan Rider made a part herein.

which has the address of 5531 Sylvia Avenue, Klamath Falls, Oregon 97603 (herein "Property Address"); [Street]

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 May 5th, 2014 ; 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.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full. Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds analyzing said account requires such interest to the paid, Lender shall apply the Funds analyzing said account requires such interest to be paid, Lender shall not be required to pay Borrower interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law purpose for which each debit to the Funds was made. The Funds have done and the Funds and of the Funds and the funds and the funds and the Funds held by Lender, together with the future monthly installments of Funds payable prior to

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 dates of taxes; assessments, insurance premiums and ground rents shall exect amount required to pay said taxes, assessments, insurance promiums 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 held by Lender, shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed held by Lender, to Borrower requesting payment make up the deficiency within 30 days from the date notice is mailed held by Lender in Under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, and the time of application as a credit against the sums secured by this Deed of Trust.

Lender at the time of application as a credit against the sums secured by this Deed of Trust.

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Londer and paragraph 2 harder or, in the property of the property of the Note, and then to interest and the property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the princip

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 give promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, by Borrower.

Description of the insurance carrier and Lender. Lender may make proof of loss if not made promptly

borrower shall give prompt achieve 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 is economically feasible and the security of this Deed of Trust is beimpaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust is borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender 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 acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or December 2 and Maintanance of Bronzette Lender from damage to the Property prior to the sale or December 2 and Maintanance of Bronzette Lender Condensions December 2 and Maintanance of Bronzette Lenders and December 2 and Maintanance of Bronzette Lenders Condensions December 2 December 3 December 2 December 3 December 3 December 4 Dec

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 occupants creating or governing the condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration condominium or planned unit development, and constituent documents. If a condominium or planned unit development in 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.

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 reasonable attorney's fees and entry upon the property to make repairs, including, but not limited to, disburses such accondition of making the loan secured by this Deed of Trust, Borrower, may make such appearances, disburse 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 manner, 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 upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to Note unless payment of interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take

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

any action hereunder.

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

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 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 taking bears to the fair market value of the Property immediately prior to the date of taking 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.

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, proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or the procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of preclude the exercise of any such right or remedy 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 successively.

or remedy under this Deed of Trust or afforded 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 subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several, interpret or define the provisions hereof.

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 shall be given by mailing such notice by certified mail addressed to Borrower at (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to Deed of Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided for in this Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located, not affect other provisions of this Deed of Trust or the Note conflicts with applicable law, such conflict shall and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

16. 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.

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 by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower's successor 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 which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

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18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to 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 farther 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 provided in this. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice to be recorded manner prescribed by applicable law. Trustee shall eaw. Trustee may be required by applicable law. Trustee, without demand on Borrower, shall sell the Property at public paragraph 18, including the remedies and under the remedies provided in this. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the such time as may be required by applicable law. Trustee, without demand on Borrower, shall sell the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the P.operty so sold without any covenant or verently

Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the P. operty 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 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, the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time 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 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

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereof or abandonment of the Property, 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. Judicially 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 Lender or the receiver's fees, premiums on shall be liable to account only for those rents actually received.

Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, the Property and chall sums secured by this Deed of Trust, Lender shall request Trustee to receiver have been payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and collected by promissory notes stating that said notes are secured hereby.

the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness are secured hereby. Trustee. Trustee shall reconvey the Property without warranty and without charge to the 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 age succeed to all the 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. In Wranger W.	ntitl ppoi
In Witness Whereof, Borrower has executed this Deed of Trust.	•
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On this 27th day of April 19 84 , personally appeared the above nan the foregoing instrument to be their voluntary act and deed.	ned ged
(Official Seal)	5
My Commission expires, 1/ 6/6	
Notary Public for Oregon	
TO TRUSTEE: REQUEST FOR RECONVEYANCE	
The undersigned is the ball	
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, togethe with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cance estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. Date:	er el 1e

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

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