38258

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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. 22nd day of June 84 among the Grantor, GREG K. CASASSA and SHARON E. CASASSA, husband and wife, (herein "Borrower"). William Sisemore, William Sisemore,

Klamath First Federal Savings and Loan Association (herein "Trustee"), and the Beneficiary,

a corporation organized and

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants Beginning at a point in the Northerly right of way of the Dalles-California Highway, which point is N. 56 50 E. 395 feet from an iron pin in the West line of Section 18 Township 37 South, Range 9 East of the Willamette Meridian, which iron pin is 1,328 feet North of the Southwest corner of said Section 18 from said point of beginning, runs N. 10 25' W. 80 feet, thence N. 56 50' E. 65 feet; thence S. 10 25' E. 80 feet to the North boundary line of said Dalles-California Highway; thence S. 56 50' W. along said Northerly boundary of said highway, to the place of beginning.

Beginning at a point in the Northerly right of way line of the Dalles-California Highway, which point is N. 56°50' E. 395 feet from an iron pin in the West line of Section 18, Township 37 South, Range 9 East of the Willamette Meridian, which iron pin is 1,328 feet North of the Southwest corner of said Section 18; from said point of beginning, runs 5. 56 50' W. along the Northerly line of said highway, 75 feet; thence N. 10 25' W. 153.66 feet; thence N. 63 34' E. 75 feet; thence Southeasterly in a straight line, 143 feet, more or less, to the place of beginning, being a

Beginning at a point in the Northerly line of the Dalles-California Highway from which the Southwest corner of Section 18, Township 37 South, Range 9 East of the Willamette Meridian bears S. 56 50! W, 245 feet and South 1,328 feet; running, thence N. 56 50! thence S. 63 34' W. 75 feet; thence S. 11 27' E. 162 feet to the place of beginning,

which has the address of Rt. 5 Box 1223 Klamath Falls, 97601 (Street) (herein "Property Address"); [State and Zip Code]

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 gassrights 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";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. June 22nd, 1984 (herein Note) in the principal sum of THIRTY SIX THOUSAND NINE HUNDRED AND NO/100 of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on ... September 10th, 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:

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 for 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 horizon time to 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 insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account 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 agreement is made or applicable law Deed of Trust that interest on the Funds shall not be required to pay Borrower interest or the Funds and explicable law purpose, for which each debit to the Funds was made. The Funds showing credits and debits to the Funds hy this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

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, 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 held by Lender shall not be sufficient to bay taxes, assessments, insurance premiums and ground rents as they fall due, but he can be provided to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds Borrower's 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 is 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 is sold or the Property or is acquisition by Lender, any Funds held by Lender. If under paragraph is hereof shall be applied by Lender first in payment precipilation of Payments. Unless applicable law provides otherwise, all payments received by Lender the under paragraph 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower 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 leaschold payments or ground rents, if any, in the to the property which may attain a priority over this Deed of Trust, and leaschold payments when due, directly even Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. A hereofstor, if not paid in such manner, by Borrower making payment, when due, directly even Borrower shall make payment directly. Borrower shall promptly d

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

Borrower shall give prompt notice to the insurance carrier and Lender. Lender 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 not thereby impaired. It such restoration or repair is economically feasible and the security of this Deed of Trust is be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property'is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the sailed by Tender 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 I ender 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 installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower installments. Under the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

acquisition.

6. Property in good repair 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 or covenants creatings 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 were a part-hereof.

shall be incorporated and and shall amendand 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 fineluding, but not limited to accordance of proceeding is commenced which materially affects Lender's interest in the Property, bankrupt or decedent, then bender at lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of canonable attorney's tees and entry upon the Property to make repairs. If Lender required mortgage insurance as a insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and lenders written agreement or applicable law. Borrower shall pay the premiums required to maintain such inamer provided under paragraph 2 hereof.

Any amounts disbursed by Lender, pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be provable dipon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible unider applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

38. Inspection. I ender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower motice prior to any such inspection specifying reasonable cause therefor related to Lender's

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

shall be paid to Lenuer.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust. In the event of a total taking of alle Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing thereishall be applied to the sums secured by this Deed of Trust such proportion of the proceeds taking before to that proportion which the amount of the sums secured by this Deed of Trust such proportion of the proceeds taking before to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

taking hears 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 mailed fender is authorized to collect and apply the 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 or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of 10. Rorrower Not Released. Extension of the time for payment or modification of apportization of the sums appared.

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 secured by this Deed of Trust by reason of any demand made by the original Borrower's successors in interest. It Forbearance by Lender Not a Waiver. Any torbearance 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 Lender's rights 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 are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured

successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein 13. Successors and assigns of Lender and Borrower.

13) Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall find, and the right, hereinder shall interest to the respective successors and assigns of Lender and Borrower. The captions and heridings of the paragraph of this Deed of Trust are for convenience only and are not to be used to Interpret of define the provisions hereot.

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 such other address as Lender shall be given by office to Borrower as provided herein. Any notice to Finder shall be given by office to Borrower as provided herein. Any notice provided herein and such other address as Lender may designate by notice to Lender's address stated herein or to Deed of Trust shall be deemed as hare been given to Borrower as provided herein. Any notice provided to in this 15. Uniform 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 which can be given effect without the conflicting provision.

16. Borrower Copy Borrowers and feed armished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereot.

and to this endance provisions of the Deedsof strust and the Note are declared to be severable.

16. Borrower's Copy Borrower shall be turnished a conformed copy of the Note and of this Deed of Trust at the time of execution on 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 Benders prior written consent, evoluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust. (b) the creation of a purchase money security interest for household appliances. (c) a transfer by devise, not containing an option to purchase. Hender may, at I ender's option, declare all the sums secured by this Deed of Trust to be summediately due and payable. Tender-shall have waived such option to accelerate it, prior to the sale or transfer. Lender is satisfactory to bender and that the inferest 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 all obligations under this Deed of Trust and the Note.

16. Lender exercises such opinion to accelerate provided in this paragraph 17, and if Borrower's successor all obligations under this Deed of Trust and the Note.

16. Lender exercises such opinion to accelerate provided in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

16. Lender exercises such opinion to accelerate the notice of acceleration in accordance with paragraph 15, hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period.

Non-Uniform Coups XIIs. Borrower and Lender turther covenant and agree as follows:

SON-UNIFORM COVENCY IS. Borrower and Lender turther covenant and agree as follows:

NON-UNIFORM COVENNIS. Borrower and Lender turther covenant and agree as tollows:

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 Irust, 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 notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further of a default or any other defense of Borrower as 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 provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale. Lender's election to cause the Property be 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 mainer prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of anceton to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more 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 rustee's deed conveying the Property so sold without any expensation and purchase the purchase the purchase of the purchase of the purchaser rustee's deed conveying the Property so sold without any expensive to the purc

Property at any sale.

Trustee's hall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale including, but not limited to, reasonable trustee's and attorney's fees and costs of title evidence: (b) to all sums secured by this Deed of Trust; and (c) the excess, if any to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust discontinued at any time. Borrower shall have the right to have anysproceedings begun by Lender to enforce this Deed of Trust discontinued at any time. Deed of Trust of the cartier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the discontinued in the fifth discontinued and in the discontinued in the Deed of Trust the Note and notes securing Future Advances, if any, had no acceleration occurred; by Borrower cores 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 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 due to the property abandonment of the Property. Lender, in person, by agent or by indicable appointed receivers that he applied to the property.

shall be liable to account only for the	be entitled to enter upon, take possession of and manage the Property and to collect the past due. All rents collected by Lender or the receiver shall be applied first to payment roperty and collection of rents, including, but not limited to, receiver's fees, premiums on rney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver lose rents actually received
Property, by Trustee to Borrower, in shall be secured by this Deed of Tru 22. Reconveyance. Upon pay the Property and shall suffender the Trustee. Trustee shall reconvey to thereto. Such person or persons shall.	request of Borrower, Lender, at Lender's option prior to full reconveyance of the lay make Future Advances to Borrower. Such Future Advances, with interest thereon, st when evidenced by promissory notes stating that said notes are secured hereby, ment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey is Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust he Property without warranty, and without charge to the person or persons legally entitled all nove of proportions of proportions of the person of persons legally entitled.
succeed to all the title, power and c	ordance with applicable law. Lender may from time to time remove Trustee and appoint appointed hereunder. Without conveyance of the Property, the successor trustee shall uties conferred upon the Trustee herein and by applicable law, perty is not currently used for agricultural, timber or grazing purposes, in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if spellate court.
In Witness Whereof, Borro	ower has executed this Deed of Trust.
	GREG K CASASSA - CASASSA CASASSA - BOURSE
	SHARON E. CASASSA —Borrower
State of Origon. گنگا	Klamath
On this 22nd Greg K. Casassa and	day ofJune
(Official Seal)	
My Commission expires: 4/24/	85 Before me: Jual A - Lack
	Notary Public for Oreign
	REQUEST FOR RECONVEYANCE
To TRUSTEE:	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.
gsaid note or notes and this Deed	of Trust, which are delivered hereby, and to reconvey, without warranty, all the Deed of Trust to the person or persons legally entitled thereto.
estate now held by you under this Date:	of Trust, which are delivered hereby, and to reconvey without warranty all the
estate now held by you under this Date:	of Trust, which are delivered hereby, and to reconvey without warranty all the
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estate now held by you under this Date:	of Trust, which are delivered hereby, and to reconvey without warranty all the
estate now held by you under this Date:	Or Trust, which are delivered hereby, and to reconvey, without warranty, all the Deed of Trust to the person or persons legally entitled thereto. (Space Below This Line Reserved For Lender and Recorder) STATE OF OREGON,)
estate now held by you under this Date:	Or Trust, which are delivered hereby, and to reconvey, without warranty, all the Deed of Trust to the person or persons legally entitled thereto. (Space Below This Line Reserved For Lender and Recorder)
estate now held by you under this Date:	STATE OF OREGON,) County of Kiamath) Filed for record at request of
estate now held by you under this Date:	STATE OF OREGON,) County of Kiamath) Filed for record at request of
estate now held by you under this Date:	(Space Below This Line Reserved For Lender and Recorder) STATE OF OREGON, County of Kiamath)

10942 EVELYN BIEHN, County Clerk By 17/10 - 24. 16.00