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ses repuiss among the Grantor ELDON C. RODGERS (herein "Borrower"), (herein "Trustee"), and the Beneficiary, $\mathbf{L} \in \{1, 2\}$ is a set of $\mathbf{L} \in \{1, 2\}$ of $\mathbf{$ CONTRACTORISTICS

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THE BENJ. FRANKLIN FEDERAL SAVINGS

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Loan Closing Department

Portland, OR 97258

HANNA HARRY N. THE BENJ, FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is One S.W. Columbia Street, Portland, OR 97258 (herein "Lender"). 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 state of Chronic OREGON - How The Construction of the State of o of KLAMATH

TRACTS 30, 31, 32, 33, 34 AND 35 OF FIRST ADDITION TO MIDLAND, AND THAT PORTION OF FOURTH STREET, VACATED LYING WESTERLY OF THACTS 31, 32, AND 35 AND EASTERLY OF TRACTS 30, 33, AND 34, OF FIRST ADDITION TO MIDLAND, IN THE COUNTY OF KLAMATH, STATE OF TOREGON : THE DE TOREGON - An and see in barrier of living parameters in a first state which is the physical burger of the Analytic state See . The set is an estimation friction of the set interaction of provide the set of the Boundary and period set build be build be a set of the and the second of the sheet of the state of the second particle of the property of the floor of the second s

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which has the address of OREGON

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents tsubject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the projectly 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 hereinafter referred to as the "Property";

To SECURE to Lender the repayment of the in lebtedness evidenced by Borrower's note dated and extensions and renewals thereof (herein "Note"), in the principal sum of

24.900.00 with the balance of the indebtedness, if not sconer paid, due and payable on _____MARCH 1, 2000 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 the set of the protection of the set of Borrower covenants that Borower is lawfully reised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of Trecord. Falst and all articles to be the second of the all of Hours All of Hours All of Hours All of Hours and all the second of the second o forigages and Deeda of Frust, Charles, Lions, Borrower shall perform an of Borrower Hoble ships order EQUITY

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subject to the provisions of paragraph 14 nereor. All covenants and agreements of Dorrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property as trustee under the demission bed of Trust, (b) is not personally liable on the Note or under this Dred of Trust, and to agrees that Lender and any other Borrower hereunder may agree to extendmodify forbear, or make any other accommodations with regard to the terms of this Deed if thus or the Note with dut that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the 10. Notice Fareparty in any notice required under applicable law to be given in another manner, (a) any notice to Borrower

amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrover shall not operate to release, in any manner, the liability of the pristinal Borrower, and Borrowar,'s successors in interest, Lender shall not be required to commence proceedings against such a recessor (u) refuse to extend time for payment or otherwise modify not be required to commence proceedings against, such saccessar or return or determined of the such secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, if otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. 9. Successors and Assigns Bound: Joint and Séviral Liability: Co-signers. The covenants and agreements herein sontained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Dorrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condenmation of other taking of the Property, or part thereof, or for conveyance inlieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust is a date to the indepited deed to the to 8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of

payment, sich anduntashall be passable upoc notice from Landesto Borrover requestions payment thereof. Nothing cobtayeed jultija Barattabupp epalfaladnike feugeuta lucht abhistolatis ordage abhisterine barmene entrout toom barment sheat winnutsburge as sans and and a sans taken and reinne and an ordage barmene partient toom I by inspection, bander may make or capacity by made water and the participations of the Projections of the The Mander shall kive Borrowernotice prior to any such inspection specifying reasonable cause therefor to and to the deriver the specifying reasonable cause therefor to and the Lender's interest in the Property.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of

5. 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Le ider's interest. If Lender required mortgage insurance as a 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 Lender's written

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall got somnit 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 shall comply with the provisions of any rease if this been of frast is on a reasonord. If this been of frast is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's of Aigations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents.

mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to uncertain the biobust ways and authorized to collect and apply the msurance proceeds at Lender's option either to restoration or repair of the Property or to the sums

such approval shall much dunreasonably withheld. All insurance policies and renewals thereof shall be it a form acceptable. such approval shall include a standard mortgage cause in favor of and in a form acceptable to Lender. Lender shall include a standard mortgage cause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other socurity agreement right to notion policies and renewals thereor, subject to the terms of any more page, we will a lies which has priority over this Deed of Trigt requires acidences priority over this Deed of Trigt requires acidences prior and I ender I and a maximale profe h a lien which has priority over this lieed to instruct deduces conducted by Borramer state dated in USE OVER Re-In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss at made promptly by Borrower and the lie of all that is on a feasehold, she precipation relating to be the holder.

payments or ground rents. if any second, estimate the set of the set of the base of and put the right to think and source the 3. Hazard insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured agaitst loss by fire, hazards included within the term "extended coverage," and such other hazards as lenger may require and ic uch amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lerder; provided, that

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebted 251 2. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, asiessments and other in charges. Ones and impositions attributable to the Property which may attain a priority oven this Deed of Frust; and leasehold

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

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11. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which family given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all surns to the extent not prohibited by applicable law or limited herein.

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12. 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.

13. Behabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. Borrower shall not sell or transfer all or any part of the Property or an interest therein, or offer to do so, without Lender's written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust. (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase.

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

15. Acceleration; Remedies. 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 Trust, Lender prior, to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sims secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice. Lender, at Lender's option, may declare all at the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies provided in this paragraph 15, including, but not limited to, reasonable zutarneys fees.

If Lender invokes the power of sale; Lender shall exocute or cause Trustee to execute a written notice of the occurrence 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 their the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After, the lapse of such time as may be required by applicable law to Borrower and to the other persons prescribed by applicable law. After, the lapse of such time as highest bedder at the time and place and under the terms designated in the patice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by 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 stal ements 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 at orneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and to the excess, if any, to the person or persons legally entitled thereto.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) tentry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower curis all breaches of any other covenants or agree vents of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender's and Trustee's remedies as provided in paragraph 15 thereof; including; but not dimited to; reasonable attorneys fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unimpaired. Upon such payment and purcher bother and Event and the Property of Sobharios to pay this Deed of Trust shall continue unimpaired. Upon such payment and purcher bother to be the bother obligations secured hereby shall remain in full force and effect as if no applet the payment backgroup of the covent if and the obligations secured hereby shall remain in full force and effect as if no applet the payment of the pa

The main in full force and effect as it no accrementation particularly to OF DELYNET 17. 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 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable to use the second retained of the Property and on the collect and retain such rents as they become due and payable to use the second retained of the Property of a number of the property and the payable of the payable of

Upon acceleration under paragraph 15 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 c illected by Lender or the receiver shall be applied first to payment of the rests of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' 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, up to the complete the property house previous secured by the bactories (here and the receiver shall be liable to account only for those rents actually received.

(5) Reconveysors University to the first of the Dovid of Trust London shall require University to the particular statements industributed associated by the Dupt of Trust of the Frequence and the trust of the trust of the Particular statements industributed associated by the Dupt of Trust of the Frequence and the trust of the

18. 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 to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation and reconveyance, if any second particle proget (there recorded unit its testing) 19. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustge and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred up in the Trustee herein and by applicable law, obey 2 sho compare the

20. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes, 10, place et 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorreys' fees, if any, which shall be awarded by an appellate court whether protection to confront and certain such a construction of the in the second of the Property provided it at Borrawer shall provide a sterrarion under

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STATE OF OREGON: COUNTY OF KLAMATH:SS	- 2011년 1월 19일 - 19일 - 19일 - 19 - 19일 - 19g - 19g - 19
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Deputy

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