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## SPACE ABOVE THIS LINE FOR RECORDER'S USE SPACE ABOVE THIS LINE FOR RECORDER'S USE A Special Space Above This Line for Recorder's USE DEFD OF TRUST

Borrower, in consideration of the indebtedness herein-recited and the trust herein created, irrevocably grants BORROWER; in consideration of the indebtedness herein-recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KLAMATH.

KLAMATH.

State of Oregon: [100] [100

The Southerly 64 feet of Lot 9, Block 201, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

THE CITY OF KLAMATH FALLS, win ither County of Klamath & State of sovered on the source of the sourc assurance carried.

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which has the address of 1235 Owens Street and property Address", Klamath Falls.

Oregon 97601 (Street) (City)

(State and Zip Code) (City)

The state and Zip Code of the property and all excements rights

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";

Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2011 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.

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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, to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, to Lender on the day monthly installments for mortife a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this a sum (herein "Funds") equal to one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds and applicable law or verifying and compiling said assessments and bills, unless Lender may agree in writing at the time of execution of this permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law or verifying and compiling said assessments shall not be required to pay Borrower any interest or earnings

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snall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either assessments, insurance premiums and ground rents as they fall due, such excess that 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 Promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed By Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender by Borrower Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower note paragraph 2 hereof, then to interest payable on the Note, then to the principal on the Note, and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower hall promptly furnish to Lender all notices of amounts due under this paragraph, in the tothe payee thereof.

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, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly Borrower.

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to 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 at 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 or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition.

acquisition.

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 in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Deed of Italy affects Lender's option, upon notice to Borrower, may make such appearances, disburse such bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a reasonable attorney's fees 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 insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional Any amounts disbursed by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such at a such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate any act

any action hereunder.

8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided
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
that Lender shall give Borrower. interest in the Property.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to 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 which the amount of the sums secured by this Deed of Trust such proportion 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 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 such installments.

10. Borrower Not Released. Extension of the time for payment or medification of proceeds.

or posipone the due date of the monthly instanments referred to in paragraphs 1 and 2 necess of 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, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence 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 and Borrower's successors in interest. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of remedy and in the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's preclude the exercise of any such right or remedy.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right successively.

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 or afforded by law or equity, and may be exercised concurrently, independently or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the rights hereunder shall inure to, the respective successors and assigns of the rights hereunder shall inure to, the respective successors and assigns of the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to the captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to the Property Address or at such derivative and the property Address or at such derivative and the property Address or at such derivative and the property Address as Lender may designate by notice to Borrower any designate by notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein, and Deed of Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided herein or to the property address at Lender may designate by notice to Borrower as provided herein. Any notice provided for in this national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform scenants for incovering real property. This Deed of Trust shall be governed by the law of the purisdiction in which msecurity instrument not affect other provisions of this Deed of Trust or the Note which can be given effect without the which her Property is located, and to this end the provisions of the Deed of Trust and the Note and be given effect without the conflicting provision.

17. The provision of the Deed of

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, under the paragraph 18 hereof.

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

Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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 action shall mail notice to Borrower as provided in paragraph 14 hereof specifying; (1) the coronants to pay when due any sums secured by this Deed of Borrower, by which such breach must be cured; not of the sums secured by this Deed of Borrower, by which such breach must be cured; not of the sums secured by this Deed of Property and days from the date of specifying; (1) the coronant of the sums secured by this Deed of Property. The notice is mailed to 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 of acceleration and sale. If the breach is not cured on the origin to reinstate after a caceleration and sale. If the breach is not cured no before the date specified in the notice shall further of acceleration and sale. If the breach is not cured no before the date as a second payable without further demand and payable without further demand and paynoke the power of sale and any other remedies provided in this of a clearly of the cure of the sale and the remedies provided in this of the paragraph 18, including, but not limited to, reasonable actorney's fees.

It Lender notes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence in an expective the property of sale, Lender shall execute or cause Trustee to execute a written notice of sale in the acceleration and the right to have the property and the same provided in this of acade, the sale payable with the property of the purchase of the sale pr

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secured by this Deed of Trust shall continue unimpaired Upon such payment and cure by Borrower, this Deed of Trust and Collection secured hereby shall remain in full force and effect as if no acceleration had occurred. 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 including those past due. All rents collected by Lender of the Property and to collect the of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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 reconveyance of the shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. The Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust each all reconvey the Property without warranty and without charge to the person or persons legally entitled 13. 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 successor trustee 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.

any, which shall be awarded to	nd duties conferred upon the Trustee herein and by applicable law.  Property is not currently used for agricultural, timber or grazing purposes, an appellate court.  Trustee herein and by applicable law.  seed in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if
26. Addendum Ti	Management court, well be added to clean a property of the Small include attorney's fees, if
the provisions of the Addendur	hts and obligations of the parties under this Instrument are expressly made subject to the Deed of Trust. In the event of any conflict between the provisions of this Instrument, the conditions of the Addendum chall are provisions of
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Paul W. Mee	day of the February 10: 85, personally appeared the
the foregoing instrument to be.	his revoluntary act and deed:
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TO TRUSTEE:	REQUEST FOR RECONVEYANCE
The undersigned is the ball	or count and you will not not an application of the installation not applicate the installation not application of the installation not applications of the ins
with all other indebtedness secure	er of the note or notes secured by this Deed of Trust. Said note or notes, together of by this Deed of Trust, have been paid in full. You are hereby directed to cancel of Trust, which are delivered hereby, and to recover
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## SINGLE FAMILY MORTGAGE PURCHASE PROGRAM ADDENDUM TO DEED OF TRUST

The rights and obligations of the parties to the attached Deed of Trust and the Note which is secured by the Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- The Borrower agrees that the Lender or its assignee may, at any time and without notice accelerate all payments due under the Deed of Trust and Note and exercise any other remedy allowed by law for breach of the Deed of Trust or Note if:
  - The Borrower sells, rents or fails to occupy the Property; or
  - The Borrower fails to abide by the agreements contained in the Affidavit, or if the Lender or the Division (Housing Division, Department of Commerce, State of Oregon) finds any statement contained in the Affidavit to be un-

The Borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting of this Loan.

- The Borrower agrees that no Future Advances will be made under the Deed of Trust without the consent of the Housing Division, Department of Commerce, State of
- The Borrower understands and agrees that the interest rates set forth on the Note shall be in effect only if this loan is purchased by the Housing Division, Department of Commerce, State of Oregon or its assigns. In the event that it is not so purchased, for any reason, the interest rate shall then increase to the creased to \$\*434.30 NOTICE TO BORROWER:

This document substantially modifies the terms of this Loan. Do not sign it unless

I hereby consent to the modificiations of the terms of the Deed of Trust

Dated this 26th day of February	ns of the terms of the Deed of Trust dendum.
Paul W. Mee (Borrower)  STATE OF OREGON  County of Klamath ss.	(Borrower)
On this 26th day of February the tabove named Paul W. Mee his voluntary act	nd acknowledged the foregoing and deed Before me:  Notary Public for Oregon My Commission Expires: 3-27
(Seal)	STATE OF OREGON, ) County of Klamath )
After recording, mail to: U.S. BANCORP MORTGAGE COMPANY Residential Loan Production	on this 1st day of March A.D. 19 85  at 10:52 o'clock A M, and duly

Residential Loan Production 555 S.W. Oak Street PL-5 Portland, Oregon 97204 Attention: Mary Martin File No. (MPP)[MCS-8] - 814-080 SFMPP 9B 1031920 recorded in Vol. M85 Mortgages 3083 EVELYN BIEHN, County Clerk