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X18En 28803 Borrower or Lender when given in the manner designated herein.

Borrower at the Property Address or at such other address as Boll rower may designate by non-retollector is provided berein. **MHEN, BECOUDED, WVIT, LO**T by shoen by certified mail to Londer's address stoted berein at to -ac boulder address as DMANAWN, COT CAN, 281,288 - 1 as provided berein. Any notice provided for in this beed of thest shall be deemed Jen VIGE - 58803 to those of the store of the specified berein. Any notice provided for in this beed of thest shall be deemed 

AND LOAN ASSOCIATION and a comment in que abbit capies are to periode and and period and the second and the period of the second and the period of the second and the period of the second and the second One S.W. Columbia Street and and the sport Boundary of and the Deed of the Section of a New Section of the Sect

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sale of a the providence of second high function. All exemutioned agreements of borrows of the surface of the second way the formation of the second way the seco

THIS DEED OF TRUST is made this \_\_\_\_\_\_ 17th \_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 19 85 among the Grantor THOMAS A. STRUNK AND GERALDI'NE G. STRUNK HUSBAND AND WIFE (herein burrows and the Beneficiary, herein and herein an

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"), while production of production of the production of the second state of the second sec

a gerroweek of Rejeased Eologediance By Londer Mota Waiver, Extension of the tradition of the state of the deficiency has 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 grants and conveys to it usize, in trust, with power of safe, the following described property rotated in the County of <u>KEAMATH</u> with the second state of the part of the terms, State of the constraint of the rotated in the County as a Course unscription of the terms of the with state

THE SOUTHWESTERLY 30 FEET OF LOT FORTY-TWO (42) AND THE NORTHEASTERLY 80 FEET OF LOT FORTY-THREE (43) OF MOYLNA, IN THE COUNTY OF KLAMATH,

STATE OREGON . shall feature Lender to incur any expense of take tay action herearded payment such and an estimate then notice from Lender to Barrower requesting payment thereal. Nothing dational indepretness of his rower secured by this Uned of Trast. Unless Barrower and Leither agree to other terms of

agreement or applicable 1935. The state presents to this paragraph 6, with interest thereon, it the vote site, shall be turn a variable and the paragraph of with interest thereon, it the vote site terms of with another distributed to the terms of the angle and the paragraph of the site of the terms of the paragraph of the site of the terms of the paragraph of the paragraph of the site of the terms of the paragraph of the site of the terms of the paragraph of th effect until such the distribution for such insurance terminates in accordance with Borrower's and to naive's artitrat

making the lean security of some the effort thust, Borrow or shell pay the premiums required to mains do such insurance in Denderscontant, uppression in the such appendances, disburse such aums, including to assudd, attorneys? The nutrant oppression in the such appendances. If hender equired notificates its anear so a condition of the nutrant of a such a transfer to protect leader success. If hender equired notificates its and that such a such in an even in This for the any terror in proceeding a commenced which under rally affects bender a interest in the Property. then Joender at 5; Protection of Lender's Security If Borrawer fulls to perform the covenants and agreements contained in this D od of abliants subtrage in system dig the continuum of planned unit development, the belays, and restrictions of the additionance plannes and subscheduling and constituent documents.

rend finaultimet a plassed endelts i fepinent. Bonower shall preform all of Borrower's obligations caster the desideration of which has the address of <u>6248 JUNIPER, WAY</u> OREGON and Astronomy 97603 beut/: reasen (Street) (Street

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject 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 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 hereinafter referred to as the "Property";

To SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated \_June 17, 1985

to reacting the process of the principal sum of the reacting of the reacting of the reacting of the reacting of the principal sum of

USUSTANTING TO SOOR DAIL, due and payable on JULY 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. white now existing on plot offer of each of the potents, respect Borrower covenants that Borower is lawfully seised 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 Biscord; since deal econic for the recounty, agreement with a time which has priority over this Deal of Bard, including EODILA Jorgages and Dodds of Frust: Charges: Liens. Berrover shall perform all of Barrover's selections under

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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 and interest indebtedness

T. Payment of Principal and Interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall promptly pay when due the principal and interest. Boirrower shall perform all of Boirrower's obligations under the principal and the principal a any mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under Borrower's covenants to marke pavments when due. Borrower shall pay or cause to be paid all taxes: assessments and other. 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, assessments and other charges, fines and impositions altributable to the Property which may attain a priority over this Deed of Trust, and load other sectors and other sectors. Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all taxes: assessments and other scharges; fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and lease hold of the correct of the corre avments or ground rents; if any; domental production of the second secon against lossibu fire; hazards included within the term, "extended coverage;" and such amounts and for such periods as Lender may require. against loss by the ingrands included within the term, extended in such amounts and for such periods as Lender may require such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall be in a form acceptable to Lender. Lender shall have the renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement

to Lender and shall include a standard mortgage clause 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 security agreement with a lien which has priority over this Deed of Trust produces control or the terms of any mortgage. right to hold the policies and renewals thereof, subject to the terms of any mortgage, dec with a lien which has priority over this Deed of Trust produces composited in the insurance carrier and I

with a lien which has priority over this Deed of Trust produces control of the lies of the second se An the event of the bound of the state of th The Property is abandoned by Borrower, of it Borrower' fails to respond to Lender within 30 days from the date notice is male by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized is a clai mailed by Lender to Borrowei't hat the insurance cairier offers to settle a claim for insurance benefits. Lender is authorized to secure d by this Deed of Trust. A Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower Wikeep the Property in good-repair and shall not commit waste or permit impairment or deterioration of the Property and

4 Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrows 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 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 The Property and condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or a conditional provision of the property and the declaration of the property of the property and the provision of the property and the provision of the property of the provision of the property and the provision of the provision of the provision of the property and the provision of the p shall comply with the provisions of any lease if this Decd of Trust is on a leasehold. If this Decd of Trust is on a unit development, Borrower shall perform all of Borrower's obligations under the declaration or planned unit development, the bylaws and regulations of the condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenant, s creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, the bylaws and regulations of the condominium of the constituent documents. covenants creating or governing the condominium or planned unit development, and constituent documents. idominium or planned unit development, and constituent documents. 5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of st. or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at 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 Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys. Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, so potion, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of 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 Lender's interest. If Lender required mortgage insurance as a condition of must, Borrower shall pay the premiums required to maintain such insurance in

fees, and take such action as is necessary to protect Lender'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 a condition of effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written in the secure of the s making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall become itional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall be pavable upon notice from Lender to Borrower requesting pavment thereof. Nothing

additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment development thereof. Nothing payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder of **R** incontion Tonder may make or cause to be midde reasonable entries upon and inspections of the Mained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. 6. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided Lender shall give Borrower notice brior to any such inspection specifying reasonable cause therefor related to Lender's

 6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property interest in the Property of the property provided of the property of t erest. in the Property and the proceeds of any award or claim for damages, direct or consequential, in connection with any demonstrain of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with and shall be baid to Lender, subject to the terms of any more deed of trust or other security agreement with a lien which condemination out there taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby insigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Deed of Thus: and small be paid to Lender, subject to the terms of any mortgage, deed has priority over this Deed of  $\operatorname{Pust}(\mu_i)$  of  $\mu_{i+1}(\eta_i)$  or  $\mu_{i+1}(\eta_i)$  of  $\mu_{i+1}(\eta_i)$ 8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not marked by Lender to any successor in interest of Borrower shall not be original. Borrower and Borrower's successors in interest. Lender shall not amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not or be required to commence proceedings, avainst such successor or refuse to extend time for payment or otherwise modify

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 not he 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 successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise 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. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder, or otherwise Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy herein afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Joint and Several Liability: Cossioners. The covenants and as orded 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 Several Liability; Cossigners. The covenants and agreements herein tained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, 9. Successors and Assigns Bound: Joint and Several Liability: Cossigners. The covenants and agreements herein contained shall brind, and the rights hereinder shall induce to the respective successors and assigns of Lender and Borrower shall be joint and several. Any contained shall bind, and the rights berefinder shall inuive to, the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. 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 subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Borrower who co-signs this Deed of Trust, but does not execute the Note, tal is co-signing this Deed of The property to Truste under the vote, tal is co-signing this Deed of Thust only to grant and the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend,

convey that Borrower's interest in the Property to Tructed under the Grinis of this Deed of Trust. (b) is not personally liable of the Mote or under this Deed of Trusts and (c) agrees that Lender and any other Borrower hereunder may agree to extend with regard to the terms of this Deed of Trust's the Note' without that the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the modify: for bear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Proper Gooman Decomance MID/Notice VEXcept for any notice required under applicable law to be given in another manner, (a) any notice to Borrower MANNER MAINE IN SDEEd of Flux shall by given by delivering it or by mailing such notice by certified mail addressed to 

 VI 10. Notice vgx cept for bin/vhotice required under applicable law to be given in another manner. (a) any notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein.

piddfall in this Deed of this shall be given by delivering it or by mailing such notice by certified mail addressed to add ib this notice to Lender as provided herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address as a stated herein or to such other address and address as a stated herein or to such other ad Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein add [b] hht notice to Lender's shall be given by certified mail to Lender's address stated herein or to such other address as provided herein. Any notice provided for in this Deed of Trust shall be deemed and [b] and notice to Dender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may design ate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust other address as to have been given to Borrower or Lender when given in the manner designated herein. Lenger may designate by notice to Borrower as provided nervin. Any notice provided for in to have been given to Borrower or Lender when given in the manner designated herein.

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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 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 can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the Note which can be given effect without the conflicting the note which can be given effect.

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connect snarr not anect other provisions of this Deed of Trust or the Note which can be given enect without ineconnicting 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 sums to the extent not prohibited by applicable law or limited herein. 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.

sution or after recordation hereof. 13. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation. 19. nenabilitation Loan Agreement. borrower snall futfill all of Borrower's onligations under any nome renabilitation. 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 of defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements 14. Transfer of the Property. Borrower shall not sell or transfer all or any part of the Property or an interest therein. or

14. mansier of the property. Dorrower shall not sen 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 frust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any Non-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: NON-UNIPUKM COVENANTS, Dortower and Lender Jurtner 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's 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 sums secured by that samure to cure such or each on or before the date specified in the notice may result in acceleration of the sums 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 the right to oring 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 acceleration and sale. If the preach is not cured on or before the date specified in the notice; bender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may all the sums secured by the sum of the decrate arrot the sums secured by this beed of trust to be infinediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to reasonable attorneys' fees.

autorneys nees. an event of default and of Lender's election to cause the Property to be sold and shall cause such 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 of the sold in county in which the Property or some part thereof is located. Lender or Trustee shall give notice to be recorded in each prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as preserved by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the

may be required by applicable law, irustee, without demand on borrower, shall sell the Property at public auction to the bighest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in the notice 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, and the trust of the the Trustee's deed chall be prime for a without any covenant or warranty, and the trust of the statements made expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made expressed or implied. The recitais in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee's 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 attorneys' 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. 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

to borrower's oreach, porrower shall have the right to have any proceedings begun by Lender to enforce this Deed of irust 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 of the power of sa discontinued at any time prior to the earner to occur of (1) the firth day before sale of the rioperty pursuant to the power of sale contained in this Deed of Trust of (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums contained in this beed of itust of the entry of a judgment entorging this beed of itust it: (a) borrower pays Lender an sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any of her covenants of agreements of Borrower contained in this Deed of Trust (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee in enorcing the covenants and agreements or horrower contained in this peeu or huse, and in enforcing Lender's and Trustee's remedies as provided in paragraph 15 hereof; including; but not limited 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, Lender's interest in the Property mid Boyrowy' Cobligation to paythesums secured by this Deed of Trust shall matting maintained. From state names and machine Bowrowy Tobligation to paythesums to able at the cold of Trust shall

trust, bender's interest in the representation balaceured of party sectors sector to this beed of trust such that so the continue unimpaired. Upon such paying had gure by Barry well this Dreed of Fust and the obligations secured hereby shall romain in full form and officer as if no acceleration had occurred to the obligations secured hereby shall continue unimpaired: Opon such paynon baug curcov normality interpretion in such as a continue unimpaired of the second effect as if no acceleration bad occupied, E. OF DEFVITI 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 paragraph to never via value internet in a roperty, have the right to concert and retain such rents as they become one and support acceleration under paragraph. IS hereof or abandonment of the Property. Lender, in person, by agent or by the internet in the monoton of and manager the Departure of a collect the sector of the property.

Supplier acceleration under paragraphic receipt in automatic memory and a transition of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of manuagement of the Property and collection of rents, including, builtot, limited to, receiver's fees, premiums on providence hands and reasonable attornave fees, and than to the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum is the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum in the sume second he stic David of Text, I and a sum is the sume second he stic David of Text, I and a sum is the sume second he stic David of Text, I and a sum is the sum is t the tests with the tests of an encirculation of the sums secured by this Deed of Trust. Lender and the receiver a test of the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. (no become plant) counted presents and her and the but is not control of the part of the part of all notes with our or or or one should be bed of the the part Single of parts of the part of the part of the part of all notes with our or or or one should control theorem and all notes with the our one parts of parts of the part of the parts of the part Reconveyances ("pointwishis that does not all notes evidencine indeficiences second the test of the state of

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and acknowledged

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DIANE MITCHELL

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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 scenced property protection and reconveyance, if any scenced property protection and reconveyance, if any scenced protection and reconveyance the 19. 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

succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law. 20. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any,

which shall be awarded by an appellate court, about the parallel to expect and to the fact of the theory of the states of the st Burgessey burgers may be a matching the mark of the frequency provided that Burgers and . Assignment of Rents, Appointment zeut ze ternore erner er ender.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

answerges" note gravith the new Constitution as housing may remain the require to a survey that the first of the Develor Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. Restances the superscript constraints and Shillin would bed ben due guider this Deed of Trustaned the Near hid no acceleration is our resistive for a secrement of issues of issue be-WIN WITNESS WHEREOF Borrower has executed this Deed of Trust ever programmer of the poly was have produced appendix discontant of the first state of the contrast of the fifth day before such of the Property parsault to the power of sh-

THOWAS, V. SLERNK much for she in the following of the same in the following of the same of the following of the same of the following to the following to

expressed of implied. The recitation the Trustee's deed shall be prime tacte ovidence of the truch of the storenoons made Prinsing shaharohver to the purchaser Trustee -Bouowar answerptic the Trepretty as sold without the same protocours an an a superior of the second of the superior of the superior of the second superior of the second superior of ម្រាំជារាំដំណា ក្រោ Klamath<sup>o</sup> junction and boots and an internal in STATE OF OREGON, i. Chi

On this 17th spin raa dia .....

THOMAS A STRUNK AND GERALDINE G. STRUNK the foregoing instrument to be the the length voluntary act and deed.

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(Official Seal) GZ & LEGENTER TO DEPENDENT PROTOCOL BEFORE ME: TO BEFORE ME: TO BEFORE MOTARY PUBLIC

Contrais Seal My Commission expires:  $9_{1-1}/2^{-1} 8_{11}^{-2}$  Dec que trais de la policie de la contractione de la policie de la contractione de la contractio 9-12-87 a manife The and an above of the Woperty. The network hall fuitber jutian Service, so the rule to estimate wher THIN STATES OF THE DESIGN OF THE REQUEST FOR RECONVEYANCE TO TRUSTEE: 19 - 20 and 10 - 10 and 10 and 10 and 10 manual to floration of the parts of proceeding of an effort of the state of the st

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust; which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. The transformer lead field the rest of three very shiftess not containing an option to purchase,

Date an intermediate providence of the faith of problem of the contract of the contract of the faith of the f

officing to seal with out the figure within the second in the creation of a field of a contribution subsection of the Dead 14. Transfer of the Frosenty Borgowor shall mut sell or transfer all or any part of the Property or an University the returns und nerpession and

alatalas which Burlow think have injunist parties who supply labor materials of services in contrastion with improvements innorozena ni zreanit drvi her loun aurochnent which Barnesse envis into with Lender. Lender, Lender i Ladaers opino, nav Regene Berowers orizente end deliver to Lender, in a Fan Beropubbe to Lender, an nearmoent of divirging and set 13. Rehabilitation Loan Agreement, Berrower Shut (ut all a line wall WAIT AFT LAX INFORMATION TO: Change of the state of the second sec

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STATE OF OREGON: COUNTY OF KLAMATH:ss	
I hereby certify that the within instrument	
I hereby certify that the within instrument was received and record on the 21st day of June A.D. 1935 at 11.07	filed for
and duly recorded in Vol was A.D., 1985 at 11:07	_o'clock A M.
OI Mortgages	

EVELYN BIEHN, COUNTY CLERK by: