then university uppearing an equal property of DEED OF TRUST THIS DEED OF TRUST ("Security Instrument") is made on X September 19 ,19 86 The grantor is David D. Scovill and Judith M. Scovill, husband and wife हैं है है के दुर्भाव है ते वह से क्षेत्र के स्थाप के अपने कार्य के कार्य का

("Borrower"). The trustee is

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States and translate Billing to the factors of the Harry M. Hanna ("Trustee"). The beneficiary is The Benj Franklin Federal Savings and Loan Association, a Corporation, which is organized and existing under the

SEP 26

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laws of the United States of America, and whose address is 501 S.E. Hawthorne Boulevard, Portland, Oregon 97214

("Lender"). Borrower owes Lender the principal sum of sixteen thousand five hundred and no/100-Dollars (U.S. S 16,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

Secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this . This Security Instrument Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose; Borrower irrevocably grants and conveys to Trustee; in trust, with power of sale, the following described property-located in surfaction), spent the intersease but Klamath

The Northerly 66 feet of Lot 17, Block 42, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Thuse Lender and Berry with the telephone agreementing frequence process a shaden appeal to respect to the first and the content of the first process of the respective frequency of the respective fr estrict and Lauder. Lender may make proof of loss it not apade properties. The contribution of the contrib Secure and popularies and senergies managements. If Leader regards to become some particular senergies for the following the policies and senergies. If Leader regards to the region particular policies of particular senergies of particular such regions of propositions and relieved protocologic personal protocologic protocologic personal protocologic proto All partaine patrile and repends shall be describble to Linder and switchings a single in a natural clause.

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TOGETHER: WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

BORROWER COVENANTS that Borrower 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly one-twenth of (a) yearly taxes and assessments which may attain priority over this section, instrument (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. Funds shall be bold to an invalidation the deposits of accounts of sensitivities are reserved in processing and

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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 the escrow items. Lender may not charge for holding and applying the Funds; analyzing the account or verifying the escrow items, unless Lender, pays, Borrower, interest on the Junds and applicable law permits; Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

this Security Instrument, Lincoln and pure cutter, together with the future monthly payments of Funds payable prior to if the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to at Borrower's option) either promptly repaid to Borrower'or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

parca (3: Application of Payments b Unless applicable law provides otherwise all payments received by Lender under paragraphs I and 2 shall be applied! first, to amounts payable under paragraph 2; second, to interest; and last, to principal.

4. Charges; Liens. Burrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is givened (c) the performance of Borrower's covenants and agreements under the security destrained and morni Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone, the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of the payments. If

postpone the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of the payments. It under paragraph. 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasehold, Borrower shall not nierge tiness tender agrees to the merger in withing the property allow the property allowing the Property.

7. Protection of Lender's Pights in the Property Morrograf Insurance and I Recrower fails to merform the

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's tights in the Property: (such as a proceeding in bankruptcy; probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph # Lender toos not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting phymentals (4)

201 2 lf Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrowgrishall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

YAD To Inspection. I feder or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrowern the inspection or one inspection specifying reasonable cause for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Klamath Falls, Og 97601 820 Newcastle Avenue Judith M. Scoyill D. Scovill

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Instrument of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the following fraction: (a) the total amount of the sums secured immediately the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

paid to Borrower.

If the Property, is abandoned by Borrower, or it, after notice by Lenden 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 the notice is given. Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property of the Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of bostnone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's hall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a warver of or preclude the exercise of any right or remedy.

H. Successors and Assigns Bound. Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

List 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan or to be collected in charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a 13. Legislation Affecting Lender's Rights.

rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remediest permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

Dangla). Notices, I Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing-it-by-first class mail unless applicable law requires use of another method. The notice-shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

in this paragraph.

In this Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the paragraph. Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower. If all or any part of the Property or any person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of nor less than 30 days from the date the notice is delivered or mailed within which Borrower must hav all sums secured by

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower Standard

house 18: Borrower's Right to Reinstate; of Ifi Borrower meets, certain conditions, Borrower shall have the right to have enforcement of this Security/Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable lawimay specify for reinstatement), before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other, covenants or agreements; (c) pays all expenses incurred in enforcing this occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security. Instrument, including, but not limited to reasonable attorneys, fees; and (d) takes such action as Lender may reasonably, require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation; to pay the sums secured by this Security Instrument, and the obligations secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Non-Uniform Covenants: Borrower and Lendersurther covenant and agree as follows:

19. Acceleration; Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the righteto bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale if the default is not cured on on before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect tall; expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not dimited to, ceasonable attorneys) fees and costs of title evidence roperty is located. Lender or Trustee chall give notice of sale in the

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Office of an event of default and of Lender's election to cause the Property to recorded in each county in which any part of the Property is located. Lender of manner prescribed by applicable law to Remember and the county in which any part of the Property is located. Lender of manner prescribed by applicable law to Remember and the county in the county in the county in the county is located.	"USIPP IO PYPCUIP 2 Writton motion of the
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limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this to the person or persons legally entitled to it.	s Security Instrument; and (c) any excess
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Trustee appointed hereunder. Without conveyance of the Property, the success power and duties conferred upon Trustee herein and by applicable law.	
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25. Riders to this Security Instrument. If one or more riders are executed this Security Instrument, the coverage of the security Instrument, the coverage of the security Instrument.	by Borrower and recorded together with
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