

74685

After recording please return to:

Church First Federal
P. O. Box 5270
Klamath Falls, OR 97602

Please Sign The Use For Recording Card

DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made this 21st day of May, 1977, by and between the undersigned, Richard G. Bergman and Jeanine W. S. Bergman, husband and wife, of the County of Washoe, State of Nevada, (Borrower) and Church First Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of Nevada, and whose address is 340 West Street, Klamath Falls, Oregon 97602 (Lender).

Borrower owes Lender the principal sum of Thirty Thousand One Hundred Fifty and no/100 Dollars (\$31,150.00). A Due Date is hereby set by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full term of not less than thirty months, and not more than thirty months. The Security Instrument provides for the payment of the debt evidenced by the Note, with interest, and all taxes, assessments and charges in connection with the payment of all other taxes, with interest, advanced under paragraph 7 or present the security of the Security Instrument and for the performance of all other covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Lender, in trust, with power of sale, the following described property located in Klamath County, Oregon:

1. The payment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances"). Upon request of Borrower, Lender, at Lender's option prior to full redemption of the Property by Borrower or Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are general liability.

Let A, Block 2, WILLIAMS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

See attached Adjustable Rate Loan Rider as a part hereto.

This loan is assumable at the same rate of interest upon approval by Church First Federal Savings and Loan Association.

which is the address of 340 West Street Klamath Falls
Oregon 97602 (Property Address)
No Date

Borrower warrants 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 such and all fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument. All the foregoing is referred to in the Security Instrument as the "Property."

Borrower covenants that Borrower is lawfully seized of the entire 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 contains uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

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Trust Agreement Between Lender and Borrower and Special Servicer

1. Payment of Principal and Interest; Prepayment and Late Charge. 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. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one month of the monthly payments due under the Note, until the Note is paid in full, a sum of "Funds" toward the monthly payments or prepaid sums on the Property, if any, the monthly interest payments on the Property, and the monthly payments on the Property, if any. These sums are called "escrow sums." Lender may release the Funds due on the basis of current data and reasonable estimates of future income from the Property.

The Funds shall be held in an escrow account 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 sums. Lender may not charge for holding and applying the Funds, including the account or verifying the escrow sums, unless Lender pays Borrower interest on the Funds 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 credit to the Funds was made. The Funds are pledged as additional security for the sums secured by the Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments if Funds payable prior to the due date of the escrow sums, shall exceed the amount required to pay the escrow sums when due, the excess shall be in 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 sums when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as requested by Lender.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under paragraph 2 of the Property is sold or assigned by Lender, Lender shall apply, on the date of application, in a credit against the sums secured by the Security Instrument, any Funds held by Lender at the time of paragraph 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, as principal due.

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fees and expenditures attributable to the Property which may attach priority over the Security Instrument, and household payments or prepaid sums, 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 sources of accounts 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 the Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the interest is paid forth the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien or forfeiture of any part of the Property, or (b) secures from the holder of the lien an agreement satisfactory to Lender substituting the lien in the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over the Security Instrument, Lender may give Borrower a notice demanding the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

5. Extended Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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 contracts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and contracts. 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 in accordance or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not impaired. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower directs the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to make 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 the Security Instrument, whether or not then due. The 30-day period will begin when the claim is paid.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not cancel or prepay the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 4 of the Property is assigned by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the assignment shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the assignment.

6. Preservation and Maintenance of Property; Leasehold. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or become waste. If the Security Instrument is in a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees in the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Servicing. If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 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 the Security Instrument, appearing in court, paying reasonable attorney fees and costs incurred in the Property or make repairs. Although Lender may take action under the paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under the paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree in writing, 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 payment.

Non-Defaulting Co-Borrower and Lender further covenant and agree as follows:

11. **Acceleration.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that are prior to acceleration under paragraphs 11 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 entire amount by this Security Instrument and sale of the Property. The notice shall further advise Borrower of the right to accelerate after acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums incurred 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 all expenses incurred in pursuing the remedies provided in this paragraph 11, including, but not limited to, reasonable attorney's fees and costs of litigation.

12. **Power of Sale.** Lender shall execute or cause Lender 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 which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner provided by applicable law to Borrower and to other persons provided by applicable law. After the time required by applicable law, Lender, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Lender shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The proceeds in the Trustee's deed shall be given in full evidence of the truth of the statements made therein. Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

13. **Lender in Possession.** Upon acceleration under paragraph 11 or abandonment of the Property, Lender or 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

14. **Reimbursement.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reimburse the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reimburse the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any acceleration costs.

15. **Substitution.** Lender may from time to time accept Trustee and assign a successor trustee in any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee hereunder by applicable law.

16. **Grant of Property.** The Property is not currently used for agricultural, mining or grazing purposes.

17. **Attorney's Fees.** As well as this Security Instrument and in the Note, "attorney's fees" shall include any attorney's fees awarded by an appellate court.

18. **Notes to this Security Instrument.** None or more notes are executed by Borrower and recorded together with this Security Instrument. The covenants and agreements of each such note shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the notes were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|--|--|
| ☒ Adjustable Rate Note | ☐ Continuous Note | ☐ Joint Family Note |
| ☐ Graduated Payment Note | ☐ Planned Unit Development Note | |
| ☐ Other(s) (specify) | | |

19. **Signatures.** Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any related documents by Borrower and recorded with it.

Richard A. Parsons (Co-Borrower)
Richard A. Parsons
Jessie M. Parsons (Co-Borrower)
Jessie M. S. Parsons

STATE OF FLORIDA
COUNTY OF CLAY 12

The foregoing instrument was acknowledged before me this May 14, 1992
by Richard A. Parsons and Jessie M. S. Parsons (Jointly)

My Commission expires 5-14-98

Richard Parsons Notary Public
Notary Public
The instrument was prepared by Flannick, Pines, Federal Savings, and Loan Association

ADJUSTABLE RATE LOAN RIDER

NOTE: THE SECURITY INSTRUMENT SCHEDULES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

8-250

This Rider is made this 1st day of May, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1001 Western Street, Klamath Falls, Oregon 97601

Property Address

Notwithstanding to addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenants and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 2.5% Q. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September, 1987, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the LIBOR as hereinafter defined.

(1) Q "Current Interest Rate, Publisher of Previously Quoted Rates, National Average for all Major Types of Loans" published by the Federal Home Loan Bank Board.

(2) Q

There are two methods of determining the interest rate on any Change Date (as hereinafter defined) as follows:

- (1) Q There is no maximum limit on changes in the interest rate at any Change Date.

(2) Q The interest rate cannot be changed by more than 1.00 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If that is the case, then (1) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and (2) any sums already collected from Borrower which exceed all 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one or more rate changes (if there is a limit), or (3) a change in the floor index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

as well as limits on the interest rate adjustments during the life of the loan of plus or minus three (±3.00) percentage points.

Richard O. Perence
Richard O. Perence

Janet E. S. Perence
Janet E. S. Perence

"If the note is a transfer of property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one or more rate changes (if there is a limit), or (3) a change in the floor index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17."

STATE OF OREGON: COUNTY OF KLAMATH

Filed for record at request of Klamath Falls Federal Savings & Loan on May 1987 at 1:57 o'clock P.M., and duly recorded in Vol. 100 of 100 pages on Page 100.

FILE 100
Dated: May 1987 County Clerk
By John Smith