

74956

After recording please return to:

Klamath Forest Federal Savings & Loan
P. O. Box 5170
Klamath Falls, OR 97601

Vol. 101 Page 8909

Please Stamp This Line for Recording Date

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on May 20, 1987, by the Promisor, Robert J. Johnson and Janet A. Johnson, husband and wife, of the County of Josephine, State of Oregon, for the benefit of the Beneficiary, Klamath Forest Federal Savings and Loan Association, under the laws of the United States of America, and whose address is 200 Main Street, Klamath Falls, Oregon 97601. Borrower has made the principal sum of Twenty Thousand Five Hundred and no/100 Dollars (\$25,000.00) to the Beneficiary as evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments with the full term of ten years and either due and payable on May 5, 1997. The Security Instrument 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 1 for payment to the security of this 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 Lender, in trust, with power of sale, the following described property located in County, Oregon:
 "(1) The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances").
 FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to 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 executed and acknowledged by Borrower.

The Locality 110 lot of lot 5, Block 14, BEAVER SPRINGS 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 Note made a part hereto.

which has been signed at 1987 Johnson Avenue Klamath Falls
 Oregon 97601 Oregon ("Property Address")
 by the Promisor

PROMISOR When all the improvements now or hereafter exist on the property, and all easements, rights, appurtenances, water, riparian, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property, all improvements and additions shall be deemed to be covered by this Security Instrument. All of the foregoing is referred to as the Security Instrument or the "Property."

BORROWER'S COVENANTS The Borrower is lawfully owner of the entire fee simple interest 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 certain provisions for national use and now uniform covenants with limited exceptions by jurisdiction to meet the needs of the particular jurisdiction covering real property.

Default Remedies. Borrower and Lender agree to the following:

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 Security Instrument and late charges due under the Note.

2. Funds for Escrow Payments. Subject to applicable law, the following shall apply: Lender 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 the yearly taxes and assessments which may attach against the Property, if any, (b) yearly landlord 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.

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. 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, including the amount of any charge for the escrow items, 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 debit to the Funds was made. The Funds are pledged as additional security for the debt secured by the Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower as 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 return 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to interest payable under paragraph 2, fourth, to interest due and last, to principal due.

4. Charges Lien. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over this Security Instrument, and landlord payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 1, or if not paid in that manner, Borrower shall pay them on their due date to the person owed payment. Borrower shall promptly forward to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly forward to Lender receipts confirming the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien to a person acceptable to Lender. (b) Borrower is not liable to the lien by or defense against enforcement of the lien or legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or satisfaction of any part of the Property, or (c) receive 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 attach 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 within thirty (30) days of the giving of notice.

5. Insured Borrower. Borrower shall keep the improvements now existing on land owned or the Property insured against loss by fire, lightning and other causes within the term "insured coverage" and any other incidents 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 records shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to audit the policies and records. 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 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 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 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 this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from coverage of 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, Landscaping. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on 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 to the merger in writing.

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 rights in the Property such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, then Lender may direct 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 attorney fees and acting on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts advanced 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 advancement or the Note was made and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall 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.

8. Inspections. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. 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 the 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 in the same manner to the Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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 if, after notice by Lender to Borrower that the condemner 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, in its option, either to satisfaction or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 1 and 2 or change the amount of such payments.

10. Borrower Not Released From Liability By Lender Not a Waiver. Extension of the time for payment or modification of amount or of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, shall 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 enforcement of the sums secured by this Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender concerning any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound Joint and Several Liability. 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 12. 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 as mortgagee, 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 in record, orally, in writing or make any accommodations with regard to the terms of this Security Instrument to the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is fairly interpreted as that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then for any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, 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 partial prepayment without any prepayment charge under the Note.

13. Acceleration Retaining Lender's Rights. If enforcement or operation of applicable law has the effect of 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 remedies permitted by paragraph 14. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 14.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the mailing address last given and 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 to the first class mail to Lender's address stated hereon 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.

15. Governing Law, Severability. 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 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 Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest to Borrower. If all or any part of the Property or any interest in it is sold or transferred (a) to a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 contrary to a prohibition by federal law or the terms of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 those 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.

18. Borrower's Right to Foreclose. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiry of (a) 90 days or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in the Security Instrument, or the 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 Security Instrument, including, but not limited to, reasonable attorney's 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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

20. **Acceleration.** Borrower shall under further agreement and agree as follows:
21. **Acceleration.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to the Security Instrument that not prior to acceleration under paragraphs 13 and 17 shall applicable law provide otherwise. The notice shall specify the default, the action required to cure the default, and the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and if that failure to cure the default as or before the date specified in the notice may result in acceleration of the note, the acceleration of the note shall be subject to the non-existence of a default or any other violation of the Security Instrument and the right to bring a court action to assert the non-existence of a default or any other violation of the Security Instrument and the right to bring a court action to assert the non-existence of a default or any other violation of the Security Instrument. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of this instrument.

22. **Acceleration.** Lender shall exercise or cause Trustee to exercise a written notice of the acceleration of the note in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law, after the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction at the highest price at the time and place and under the terms designated in the notice of sale in one or more parcels and in any other place of one 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 notice in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) all expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of this instrument; (b) all sums owed by this Security Instrument and to any other persons or persons legally entitled to it.

23. **Acceleration.** Upon acceleration under paragraph 21 or acceleration of the Property, Lender (a) 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 sums 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 owed by this Security Instrument.

24. **Acceleration.** Upon payment of all sums owed by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender the Security Instrument and all sums evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without conditions and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recording costs.

25. **Substitution.** Lender may from time to time require Trustee and appoint a substitute trustee to any person appointed hereunder. Without consequence of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

26. **Use of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

27. **Attorney's Fees.** As used in this Security Instrument and in the Note, "attorney's fees" shall include any attorney's fees incurred by or for Lender.

28. **Notice to the Security Instrument.** If one or more notices are received by Lender and recorded together with the Security Instrument, the covenants and agreements of such each note shall be incorporated into and shall control and supplement the covenants and agreements of this Security Instrument as if the notices were a part of the Security Instrument. (Check applicable box(es))

- II. Applicable Rate Rule**
- | | | |
|---|--|--|
| ☐ Graduated Payment Rule | ☐ Constant Rate | ☐ 1st Family Rate |
| ☐ Other (Specify) | ☐ Planned Unit Development Rule | |

By SIGNED BORROWER, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and hereby ratifies and agrees to the terms and covenants contained in the Note.

Robert J. Felton (Seal)
Robert J. Felton
Janet E. Felton (Seal)
Janet E. Felton
Please Print the Name of the Adversely Affected Party

NAME OF ORIGIN _____
COUNTY OF _____

The Security Instrument was acknowledged before me this May 11, 1967
by Robert J. Felton and Janet E. Felton (Seal)
(person(s) acknowledged)



Shirley D. Page (Seal)
Shirley D. Page
Notary Public
This instrument was prepared by Kenneth F. P. Federal Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES 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.

8813

This Rider is made this 11th day of May, 1982, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed in Security (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First National Bank of Oregon (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1402 Johnson Avenue, Clatskanie, Oregon 97111.

Witness My Hand

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 8.00%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September, 1982, 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 First National Bank of Oregon.

(1) 3 "Contract Interest Rate, Percentage of Previously Computed Balance, National Average for all Major Types of Loans" published by the Federal Home Loan Bank Board.

(2) 0 There is no maximum limit on changes in the interest rate at any Change Date.

(3) If the interest rate cannot be changed by more than 2.00 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. In no event in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHANGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan changes and that law is incorporated so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (2) any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lender may choose to make this refund by making the principal owed under the Note or by making a direct payment to Borrower.

C. PREREQUISITES

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a law which has priority over this Security Instrument, Lender may send Borrower a notice advising that law. Borrower shall promptly act with regard to that law as provided in paragraph 4 of the Security Instrument or shall promptly make an agreement in a form satisfactory to Lender substantiating that law 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 the loan on the account of any one or more of the changes (if there is a loan), or (3) a change in the loan balance figure, or all of them, as a condition of Lender's releasing the option to purchase provided in paragraph 17.

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

which is a limit on the interest rate adjustments during the life of the loan of plus or minus three (3.00) percentage points.

Robert J. Taylor
Robert J. Taylor

James E. Taylor
James E. Taylor

WITNESSES: First National Bank of Oregon and First National Bank of Oregon are witnesses to the execution of this Rider.

STATE OF OREGON, COUNTY OF CLATSKANIE.

Filed for record as copies of Adjustable Rate Loan Rider on May 11, 1982 at Clatskanie Oregon 1 M. and duly recorded in Vol. 127 of 127 on page 127.

Notary Public, James E. Taylor

SEE 8813