

Attest recording officer for
Klamath First Federal
P. O. Box 5035
Klamath Falls, Oregon 97603

75035

Check Here For Recording Fee

Vol 181 Page 9074

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made this 27th day of May, 1983, by and between James E. Jones and Roger E. Jones, husband and wife (hereinafter "Borrowers") and Klamath First Federal Savings and Loan Association (hereinafter "Lender").

The Borrowers own and possess the principal sum of Seventy Thousand Five Hundred and No/100 (\$70,500.00) (hereinafter "Loan") which is evidenced by a promissory note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full debt of not less than \$100.00 per month, due and payable on the 1st day of each month. The Security Instrument contains the terms and conditions of the Loan, with interest, and all renewals, extensions and modifications of the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument and for the performance of the Borrowers' obligations and agreements under the Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Lender, as trustee, with power of sale, the following described property located in Klamath County, Oregon:

1. The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph herein ("Future Advances").

2. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to full redemption of the Property by Borrower to Lender, 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 secured hereby.

Lot 1, Block 1, PLANNED TOWN TRACT, EXCEPTING THEREFROM that portion conveyed to Klamath County, for the widening of Joyce Street, by instrument recorded July 20, 1983 in Volume 183, page 110, Klamath County, Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

which has the address of 1025 and 1027 Fargo St. Klamath Falls
Oregon 97603 ("Property Address")

WARRANTY. When all the improvements now or hereafter placed on the property, and all easement, right, appurtenance, term, interest, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter upon the property, all improvements and additions shall also be conveyed to the Lender by this Security Instrument and the Security Instrument is the Property.

Borrower covenants that Lender is hereby named of the entire hereby conveyed and has the right to grant and convey the Property and that the Property is encumbered, except for encumbrances of record. Borrower covenants 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 covenants for record use and non-encumbrance covenants with limited exceptions, jurisdiction, maintenance and repair, instrument covering and property.

WITNESSES: I, James E. Jones and Roger E. Jones, hereby certify that the foregoing is a true and correct copy of the original instrument.

Date: May 27, 1983
at Klamath Falls, Oregon
Witness: James E. Jones and Roger E. Jones

STANDARD CONVEYANCE, REVENUE AND LEASER AGREEMENT AND SPECIAL PROVISIONS

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

2. Escrow for Taxes and Insurance. Subject to applicable law or any written order 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 the yearly taxes and assessments which may accrue primarily over this Security Instrument, the yearly household payments or ground rents on the Property, if any, the yearly household insurance premiums, and (4) yearly mortgagee 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 income 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 or Lender in 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 account or restoring the escrow items, unless Lender pays Borrower interest on the Funds not applicable for payment. 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.

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 principally applied 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 requested 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 15 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 to the satisfaction of all claims against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under 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, to principal due.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise primarily over this Security Instrument, and household 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 in full directly to the person owed payment. Borrower shall promptly furnish to Lender all copies of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts embracing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. (a) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's reasonable opinion to protect the enforcement of the lien or satisfaction of any part of the Property, or (b) amounts from the holder of the lien an agreement satisfactory to Lender when releasing 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 set forth above within 30 days of the giving of notice.

5. Escrow Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, burglar theft and within the term "extended coverage" and any other hazards for which Lender requires insurance. The 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 monies shall be assignable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and monies. If Lender requires, Borrower shall promptly give to Lender all receipts of past premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may order proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to replacement or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lowered. If the restoration or repair is not economically feasible or Lender's security would be lowered, 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 dies or ceases to reside 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 in principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 15 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, Leasehold. Borrower shall not destroy, damage or intentionally change the Property, allow the Property to deteriorate or become 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 in the merger in writing.

7. Protection of Lender's Rights in the Property, Leasehold Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, so 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 an eminent domain or negotiation, then Lender may demand 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, appointing or electing, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender shall not have to do so.

Any amounts demanded by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

James E. Ohio

[illegible][illegible]

[Illegible handwritten notes]

[illegible]

1. 凡在本行開辦之各項業務，均應遵守本行所定之規章及各項辦法，並應隨時注意本行所頒發之各項通知及公告，如有違反者，本行得隨時取消其資格，並得向有關機關報告。

[illegible]

本行自成立以來，承蒙各界人士之愛護，業務日見發達。茲為擴大服務起見，特在
 本市設立分行，凡有存款、放款、匯兌、貼現等項，無不竭誠服務。本行資本
 總額為一百萬元，現已收足。本行信譽昭著，手續簡便，利息優厚，歡迎各界
 垂青。本行地址：本市中正路一二三號。電話：四五六七。

1586

ADJUSTABLE RATE LOAN RIDER

9078

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.

This Rider is made this 27th day of SEP, 1988, 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 LAURENCE FIRST MORTGAGE SERVICE AND TRUST CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 2103 and 2107 Bridge St., Klamath Falls, Oregon 97603

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.25%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September 1, 1988 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 Chart on Term Money Rate.

(1) 3 "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) 0

Limit on Rate Adjustments. (1) There is no maximum limit on changes in the interest rate on any Change Date. (2) There is no maximum limit on changes in the interest rate at any Change Date.

(3) 0 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. 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 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 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 the amount of the limit on the amount of any one interest rate change if there is a limit, or (3) a change in the Base Index figure, or all of these, as a condition of Lender's making the option to accelerate provided in paragraph 17.

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

Attach a Slide on the interest rate adjustments during the life of the loan of plus or minus three (+/- 3.00) percentage points.

Bruce R. Voss and
Bruce R. Voss and

Barbara M. Voss and
Barbara M. Voss and

*If you are not the owner of the property, you must also sign this document, and the lender will not be bound by the terms of this document unless you are the owner of the property.

LAURENCE FIRST MORTGAGE SERVICE AND TRUST CORPORATION

STATE OF OREGON, COUNTY OF Klamath

For the amount or payment of Twenty Five Dollars to LAURENCE FIRST MORTGAGE SERVICE AND TRUST CORPORATION on the 27th day of SEP, 1988.

FILE 571.10

Barbara M. Voss and
Barbara M. Voss and