

After recording please return to:

Klamath First Federal
2943 South Stark Street
Klamath Falls, OR 97603

After Review This Form For Recording Check

DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on May 22 1962 between Edward Louis Christensen and Margaret Helen Christensen, husband and wife (Borrower) The undersigned Klamath First Federal Savings and Loan Association (Lender) The beneficiary is the United States of America which is organized and existing under the laws of the United States of America and whose address is 2943 South Stark Street, Klamath Falls, Oregon 97603 Borrower owes Lender the principal sum of Twenty-Five Thousand Eight Hundred and one/100 Dollars (U.S. \$ 25,800.00) 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 June 5, 1967. 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 7 in pursuance of the 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 Klamath County, Oregon: (a) 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 stating that said notes are secured hereby.

Lot 4 in Block II of Fifth Addition to Sunset Village, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

See attached Applicable Rate Loan Rider made a part hereto.

Witness the signatures of WLS Executive Secy Klamath Falls, Oregon 97603 May 22 ("Property Address")

TRUSTEE: With all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, claims, interests, 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 be deemed to be covered by this Security Instrument. All of the foregoing is subject to the Security Instrument and the Property.

Borrower covenants that Borrower is lawfully owner of the above 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 creates a lien in favor of Lender for payment of principal and interest and all other amounts due and owing by Borrower to Lender, and shall constitute a uniform security instrument covering real property.

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1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal of this instrument on the date scheduled by the Note and any prepayment and late charges due under the Note.

2. Forfeiture of Earnest Money. Subject to applicable law or any 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 accrue primarily over this Security Instrument, (b) yearly household payments or general taxes on the Property, if any, (c) yearly second mortgage premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "earnest items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future earnest items.

The Funds shall be held in its 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 earnest items. Lender may not charge for holding and applying the Funds, applying the earnest or waiving the earnest 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 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 dates of the earnest items, shall exceed the amount required to pay the earnest items when due, the excess shall be, 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 earnest 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 15 the Property is sold or acquired by Lender, Lender shall apply, as hereinafter immediately goes to the sale of the Property or its acquisition by Lender, any Funds held by Lender in the time of application in a sale 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 amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may accrue primarily over this Security Instrument, and household payments or general taxes, 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) consents in good faith the lien by, or defends against enforcement of the lien or, legal proceedings which in the Lender's opinion operate to protect the enforcement of the lien or satisfaction of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender relinquishing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may accrue primarily over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or release or cause the release of the amount or first charge within 30 days of the giving of notice.

5. Second Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning and other causes under the terms "extended coverage" and any other amounts for which Lender requires insurance. This insurance shall be maintained at 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 amounts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and amounts. 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 subrogate 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 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 claim 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 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 Improvement of Property, Landscaping. Borrower shall not destroy, damage or substantially change the Property, alter the Property to disfigure or clutter waste. If this Security Instrument is on a leasedhold, 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 to foreclose, probate, for condemnation or to enforce laws or regulations that Lender may demand pay for restoration or repair 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 causing payment reasonable attorneys' fees and making on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts demanded by Lender under this paragraph 7 shall bear additional interest if Borrower secures by this Security Instrument. Unless Borrower and Lender agree in writing, these amounts shall bear interest from the date of delinquency at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

If Lender requires 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 and Lender's written agreement or applicable law.

8. Inspection. 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 for consequential loss 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 manner required by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, either 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 condonee either 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 in satisfaction or payment of the Property or in the sums secured by this Security Instrument, whether or not then due.

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 paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Debailed. Forfeiture by Lender Not a Waiver. Extension of the time for payment or satisfaction of any amount of the sums secured by this Security Instrument granted by Lender to any borrower or nominee of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors or assigns. Lender shall not be required to commence proceedings against any borrower or assign or refuse to extend time for payment or otherwise modify enforcement of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors or assigns. Any forbearance by Lender in exercising 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; 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 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 to extend, modify, forbear or make any accommodations with regard to the sums of this Security Instrument or the Note without the Borrower's consent.

12. Late Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum late charges, and that law is finally interpreted so that the interest or other fees charged collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such late charge shall be reduced by 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. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws 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 make any extension permitted by paragraph 14. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it in writing to 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 to 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.

15. Governing Law; Jurisdiction. 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 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 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 exercise is prohibited by federal law as of the date 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 the period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Foreclose. If Borrower agrees certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 1 day or such other period as applicable law may specify for commencement of foreclosure of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note and an 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 ensure that the law 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 consummation by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to exercise shall not apply in the case of acceleration under paragraphs 12 or 13.

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.

This Rider is made this 22nd 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") and the promissory note given by the undersigned (the "Borrower") to secure the Borrower's Note to the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 3435 Comrade Way, Klamath Falls, Oregon 97603.

Page 1 of 2

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

A. ADJUSTABLE 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 Cost of Funds Index.

☒ Cost of Funds Index, published by the Federal Reserve Bank Board.

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There are no other factors which may cause a change in the interest rate or any Change Date.

☒ There is no maximum limit on changes in the interest rate at any Change Date.

☒ 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 fees charged or to be collected in connection with the loan would exceed permitted limits. If this is the case, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit 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. PRIORITY LOSS

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 (a) an increase in the current Note interest rate, or (b) an increase in the amount of the loan on the amount of any other loan charge (if there is a loan), or (c) a change in the due date 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.

There is a table on the separate rate adjustment page showing the life of the loan of plus or minus three (±3.00) percentage points.

Barbara Helen Christensen
Borrower

Barbara Helen Christensen
Borrower

THIS RIDER IS A PART OF THE SECURITY INSTRUMENT AND THE NOTE AND THE SECURITY INSTRUMENT AND THE NOTE ARE INCORPORATED BY REFERENCE INTO EACH OTHER.

100-1000

STATE OF OREGON, COUNTY OF Klamath

Filed for record at request of Barbara Helen Christensen

on May 22, 1987, at 1:00 P.M., and fully executed in the presence of Barbara Helen Christensen

SEE 111.70

Notary Public, Oregon
Barbara Helen Christensen