

75265

After recording please return to:

Klamath First Federal
P. O. Box 5270
Klamath Falls, Oregon 97601

Show Above This Line for Recording Data

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on _____ 19____
 by and between Joseph L. Bruner, and Paula L. Bruner, husband and wife
 ("Borrower"), Debitors, and _____ ("Lender"), The _____

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing
 under the laws of the United States of America, and whose address is
 540 Main Street, Klamath Falls, Oregon 97601.

Borrower owes Lender the principal sum of _____ Dollars (\$5,000.00) and for _____

secured the same with this Security Instrument ("Note") which provides for monthly payments, with the full term of one
 year and six months, due and payable on _____ 19____.

Secured by Lender in the payment of the debt evidenced by the Note, with interest, and all charges, expenses and
 modifications, in the payment of all other sums, with interest, advanced under paragraph 4 to protect the security of this
 Security Instrument, and in 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").

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.

Loc. 5, Block 40, BURNING TREE ADDITION TO THE CITY OF KLAMATH FALLS, in the
 County of Klamath, State of Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

WHEREAS DOCUMENT 25 BEING RE-RECORDED TO CORRECT THE DATE OF THE
 TRUST DATED AND READ April 1, 1987.

which has the address of _____ Klamath Falls,
 Oregon _____ ("Property Address").

BORROWER Warrants all the improvements now or hereafter made on the property, and all easements, rights,
 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and crops and all fixtures now or
 hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument. All of the
 foregoing is referred to as the Security Instrument as the "Property".

BORROWER Covenants that Borrower is lawfully seized 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 uniform covenants for national use and non-uniform covenants with
 limited variations to jurisdiction to constitute a uniform security instrument covering real property.

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. 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 consequence in fact 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 to the sums secured 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, 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 condemnation offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to reconstruction 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 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 Released; Furtherance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any furtherance by Lender in extending 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, whether or not 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) co-signing this Security Instrument only in mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, further or make any accommodations with regard to the terms of this Security Instrument or the Note without the 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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charges 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 remedies permitted by paragraph 14. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 14.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given or 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 Covenants. 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 consent 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 this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Prepayment. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 1 day after each date set in applicable law may specify for prepayment before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (b) pays all sums which then would be due under this Security Instrument and the Note had no acceleration (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 shall continue unchanged. Upon prepayment by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to prepayment shall not apply in the case of acceleration under paragraphs 17 or 18.

11. Acceleration. Borrower shall give notice to Lender prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 14) 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) the failure to cure the default on or before the date specified in the notice may result in acceleration of the entire amount of the Security Instrument and sale of the Property. The notice shall further advise Borrower of the right to defense of Borrower to 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 secured by this Security Instrument without further notice 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 this covenant.

12. Lender's Power of Sale. Lender shall exercise or cause Trustee to exercise a written notice of the acceleration 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 prescribed by applicable law to Borrower and to other persons prescribed 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 or in some parcels and in any order. Lender shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The proceeds of the sale shall be given to the holder of the trust of the instrument under which the Property is sold. 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 costs of this covenant; (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 foreclosure 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 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 secured by this Security Instrument.

14. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall require Trustee or receiver of the Property and shall surrender this Security Instrument and all sums evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey 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 of Trustee. Lender may from time to time remove Trustee and appoint a successor Trustee in any manner approved hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, powers and duties conferred upon Trustee herein and by applicable law.

16. Use of Property. The Property is not currently used for agricultural, timber or growing purposes. If the Property is used for such purposes, the Property is not currently used for agricultural, timber or growing purposes.

17. Insurance. The Property is not currently used for agricultural, timber or growing purposes. If the Property is used for such purposes, the Property is not currently used for agricultural, timber or growing purposes.

18. Rules to this Security Instrument. If one or more rules are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rule shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rules were a part of this Security Instrument. (Check applicable boxes.)

- | | | |
|--|--|--|
| ☒ Adjustable Rate Rule | ☐ Condominium Rule | ☐ 2-4 Family Rule |
| ☐ Graduated Payment Rule | ☐ Planned Unit Development Rule | |
| ☐ Other(s) (Specify) | | |

19. SIGNING. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any addenda executed by Borrower and recorded with it.

Joseph J. Bruner
Joseph J. Bruner
Paula L. Bruner
Paula L. Bruner

State of the Law for Acknowledgment

STATE OF OREGON
COUNTY OF CLATSOP

The foregoing instrument was acknowledged before me this April 1, 1987 by Joseph J. Bruner and Paula L. Bruner (person(s) acknowledging)

My Commission expires 9/24/89

Wanda H. Hogg
Wanda H. Hogg
SEAL

This instrument was prepared by Clatsop County Federal Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

3521

5411

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 1st day of April, 1981, 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 the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1240 California Avenue, Elmer, Idaho, 83601.

Property Address

Modification. 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 8.25%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September 1, 1981 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 City Prime Rate.

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

(2) If "Consumer Interest Rate, Purchase of Previously Occupied Homes, National Average for all Other Types of Lenders" published by the Federal Home Loan Bank Board.

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

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: (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. FUTURE LENS

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 Base 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.

John J. Bruner John J. Bruner John J. Bruner
Paula K. Bruner Paula K. Bruner Paula K. Bruner

"I have read and understand the contents of this document, and I agree to the terms and conditions herein. I have signed this document as a true and correct statement of the facts herein." John J. Bruner

STATE OF OREGON COUNTY OF CLATSOP

Filed for record a copy of Adjustable Rate Loan Rider on April 1, 1981 at 1:22 o'clock P. M. and duly recorded in Vol. 3521 of Records on Page 5411

Notary Public, Clatsop County, Oregon John J. Bruner

9522

STATE OF OREGON COUNTY OF CLATSOP

Filed for record as number of Agent Title Company by John
of June A.D. 19 37 at 11:53 o'clock A.M. and duly recorded in Vol. 182
of Records on Page 2472
FILE \$25.00
Deputy Clerk John C. [Signature]