

17231

#01035372
WARRANTY DEEDVol. 790 Page 13439

AFTER RECORDING RETURN TO:
Mr. and Mrs. A. Keith Proctor
3284 Waikomo Road
Koloa, Hawaii 96756

UNTIL A CHANGE IS REQUESTED ALL TAX
STATEMENTS TO THE FOLLOWING ADDRESS:
SAME AS ABOVE

KENNETH C. VAN HYFTE and EILEEN R. VAN HYFTE, husband and wife,
hereinafter called GRANTOR(S), convey(s) to A. KEITH PROCTOR and
KAREN LYNN PROCTOR, husband and wife, hereinafter called
GRANTEE(S), all that real property situated in the County of
Klamath, State of Oregon, described as:

Lot 22 in Block 35 of FIFTH ADDITION TO KLAMATH RIVER ACRES, in
the County of Klamath, State of Oregon.

Code 21, Map 4008-68A, TL 1900.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES."

and covenant(s) that grantor is the owner of the above described
property free of all encumbrances except: 1) Right, title or
interest of the public, including governmental bodies in and to
that portion of said premises lying below the ordinary high
water line of the Klamath River and public rights of fishing and
recreation in and to the shoreline of said river. 2) All
matters arising from any shifting in the course of the Klamath
River, including, but not limited to, accretion, reliction and
avulsion. 3) Conditions and Restrictions as shown on the
recorded plat of Fifth Addition to Klamath River Acres. 4)
Waiver of riparian rights and release of damages as disclosed by
an instrument recorded September 16, 1905 in Book 18 at page
371, Deed Records of Klamath County, Oregon. 5) Restrictive
Covenant, including the terms and provisions thereof, recorded
October 3, 1986 in Book M-86, page 18086.,

and will warrant and defend the same against all persons who may
lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is
\$32,000.00.

In construing this deed and where the context so requires, the
singular includes the plural.

IN WITNESS WHEREOF, the grantor has executed this instrument
this 27th day of June, 1990

Kenneth C. Van Hyfte
KENNETH C. VAN HYFTE

Eileen R. Van Hyfte
EILEEN R. VAN HYFTE

STATE OF OREGON, County of Klamath)ss.

July 9, 1990.

Personally appeared the above named KENNETH C. VAN HYFTE and
EILEEN R. VAN HYFTE and acknowledged the foregoing instrument to
be their voluntary act and deed.

Before me:

Notary Public for Oregon

My Commission Expires: March 22, 1993.

Paul S. Addington
Paul S. Addington

10 11 AM '90
JUL 05

REC-13440

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title the 9 day
of July A.D., 1990 at 11:04 o'clock A M., and duly recorded in Vol. M90,
of deeds on Page 13439.

FEE 33.00

On Page _____
EVELYN BIEHN County Clerk
By Bernetha L. [Signature]

By Bernetha L. Gutsch

1. The following information was obtained from the records of the Bureau of Prisons, Washington, D. C., dated 10/10/50:

100-443887-1000

0000-0001-9687-8906

[illegible]

1. The Government of the Republic of the Philippines, through the Department of Environment and Natural Resources, has been informed that the proposed project for the construction of a dam and reservoir in the Province of Benguet, specifically in the Municipality of Baguio, is in accordance with the National Water Resources Institute (NWRI) Policy on the Development of Water Resources, which states that the Government shall encourage the private sector to participate in the development of water resources, provided that the project is of public interest and the Government shall have the right to acquire the project.

you are not sure that I am not being misled by the fact that the
blood test is negative, then I would suggest that you

Approved and for recording _____

all persons of legal age who are not citizens of the United States and who are not naturalized citizens of the United States and who are not citizens of any other country.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2001 BY 60322 UCBAW

[Signature]

[illegible]

100-33-10788-100

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 to 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, forbear or make any accommodations with regard to the terms of this Security Instrument or 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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, 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 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 invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 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 conformed 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 these 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 REINSTATE.** 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) 5 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 this Security Instrument; or (b) 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 attorneys' 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **ACCELERATION; REMEDIES.** LENDER SHALL GIVE NOTICE TO BORROWER 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 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (a) THE DEFAULT; (b) THE ACTION REQUIRED TO CURE THE DEFAULT; (c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (d) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO BRING A COURT ACTION TO ASSERT THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER 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 DEMAND AND MAY INVOKE THE POWER OF SALE AND ANY OTHER REMEDIES PERMITTED BY APPLICABLE LAW. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

IF LENDER INVOKES THE POWER OF SALE, LENDER SHALL EXECUTE OR CAUSE TRUSTEE TO EXECUTE A WRITTEN NOTICE OF THE OCCURRENCE OF AN EVENT OF DEFAULT AND OF LENDER'S ELECTION TO CAUSE THE PROPERTY TO BE SOLD AND SHALL CAUSE SUCH NOTICE TO BE RECORDED IN EACH COUNTY IN WHICH ANY PART OF THE PROPERTY IS LOCATED. LENDER OR TRUSTEE SHALL GIVE NOTICE OF SALE IN THE MANNER 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 TO THE HIGHEST BIDDER AT THE TIME AND PLACE AND UNDER THE TERMS DESIGNATED IN THE NOTICE OF SALE IN ONE OR MORE PARCELS AND IN ANY ORDER TRUSTEE DETERMINES. TRUSTEE MAY POSTPONE SALE OF ALL OR ANY PARCEL OF THE PROPERTY BY PUBLIC ANNOUNCEMENT AT THE TIME AND PLACE OF ANY PREVIOUSLY SCHEDULED SALE. LENDER OR ITS DESIGNEE MAY PURCHASE THE PROPERTY AT ANY SALE.

TRUSTEE SHALL DELIVER TO THE PURCHASER TRUSTEE'S DEED CONVEYING THE PROPERTY WITHOUT ANY COVENANT OR WARRANTY, EXPRESSED OR IMPLIED. THE RECITALS 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) TO ALL EXPENSES OF THE SALE, INCLUDING, BUT NOT LIMITED TO, REASONABLE TRUSTEE'S AND ATTORNEYS' FEES; (b) TO ALL SUMS SECURED BY THIS SECURITY INSTRUMENT; AND (c) ANY EXCESS TO THE PERSON OR PERSONS LEGALLY ENTITLED TO IT.

20. **LENDER IN POSSESSION.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

13447

21. RECONVEYANCE. Upon payment of all sums secured by this Security Instrument. Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes 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 recordation costs.

22. SUBSTITUTE TRUSTEE. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. USE OF PROPERTY. The Property is not currently used for agricultural, timber or grazing purposes.

24. ATTORNEYS' FEES. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

☐ Adjusted Rate Rider

☐ Condominium Rider

☐ 2-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☒ Other(s) [specify]

MANUFACTURED HOME RIDER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Steven R. Rohrbough (Seal)
STEVEN R. ROHRBOUGH -Borrower

Marcia L. Rohrbough (Seal)
MARCIA L. ROHRBOUGH -Borrower

_____-Borrower (Seal)

_____-Borrower (Seal)

_____-Borrower (Seal)

_____-Borrower (Seal)

County ss:

STATE OF OREGON, Klamath

On this 5th

day of July

,1990, personally appeared the above named

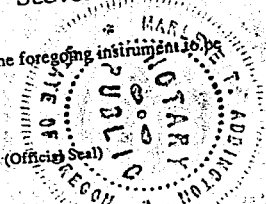
and acknowledged

Steven R. Rohrbough and Marcia L. Rohrbough

voluntary act and deed.

the foregoing instrument to be their

Before me:



My Commission expires: March 22, 1993

Barlene P. Addington
Notary Public for Oregon

REQUEST FOR RECONVEYANCE

TO TRUSTEE:
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

Form 3038 12/83

MANUFACTURED HOME RIDER TO THE
MORTGAGE/DEED OF TRUST/TRUST INDENTURE

13448

This Rider is made this 2ND DAY OF JULY, 1990
and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument")
of the same date given by the undersigned (the "Borrower") to secure Borrowers' Note to
WESAV MORTGAGE CORPORATION, AN ARIZONA CORPORATION, AND/OR ITS ASSIGNS (the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at

5822 DENVER AVENUE, KLAMATH FALLS, OR 97603
(Property Address)

LEGAL DESCRIPTION:

LOT 37, GRACE PARK, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further
covenant and agree as follows:

A. PROPERTY:

Property, as the term is defined herein, shall also encompass the Manufactured Home (Serial Numbers ORFL2AE294803420
) affixed to the real property legally described herein.

B. ADDITIONAL COVENANTS OF BORROWER:

- Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation
of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate
of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to
classify the Manufactured Home as real property under state and local law.
- That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of
the real property legally described herein.
- Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate
any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured
Home has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

Steven R. Rohrbaugh Borrower
STEVEN R. ROHRBOUGH

Marcia L. Rohrbaugh Borrower
MARCIA L. ROHRBOUGH

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title the 9 day
of July A.D., 1990 at 11:04 o'clock A M., and duly recorded in Vol. 13444
of Mortgages on Page 1
By Evelyn Biehn County Clerk
Kenneth J. Helock

FEE

28.00

1227038