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			(herein "Tru	stee"), and the E	Beneficiary
ommercial Credit Corporation, a corporation c 3348 MARKET ST NE SALEM OREGON 973	301	ang under the law	vs of Maryland who	ose address is _ (herein "Lende	
DRROWER, in consideration of the indebtedn ustee, in trust, with power of sale, the followi KLAMATH	. State of (	Dregon:	ne County of	· · · · · · · · · · · · · · · · · · ·	conveys to
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deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated \_

FEBRUARY 29, 1992 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 5, 1997 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust;

and the performance of the covenants and agreements of Elorrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of warrants and will detend generally the tine to the croperty against an claims and d record.

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UNIFORM COVENAN IS. Borrower and Lender covenant and agree as follows: **1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced the Note and late charges as provided in the Note UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the second for the Note is pold in full a sure (berein "Eunder") and the test of a tripologic and interest are payable upder the Note uptil the Note is pold in full a sure (berein "Eunder"). 2. Funds for Taxes and insurance. Subject to applicable law or a written waiver by Lender, Borrower shall play to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") and accessments (including condominities and accessments) if any statement of the yearly taxes and accessments (including condominities and accessments) if any statement of the yearly taxes and accessments (including condominities and accessments) if any statement of the yearly taxes and accessments (including condominities and accessments). day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a surn (nerein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any which may attain priority over this Dead of Trust, and ground rents on the Bronerty, if any plus one-twelfth of yearly needed to premium by the Note and late charges as provided in the Note. equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably installments for hazard insurance, plus one-twelfth of yearly premium installments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to a such payments of a such payments of a such payments of a such payment of the extent that Borrower makes such payments to a such payments of a such payments of a such payments of a such payments of a such payment of the extent that Borrower makes such payments to a such payments of a such payments of a such payment of the extent that Borrower makes such payments to a such payment of the payments of the extent that Borrower makes such payments to a such payment of the extent that Borrower makes such payments to a such payment of the extent that Borrower makes such payments to a such payment of the extent that Borrower makes such payments of the extent that Borrower makes such payments to a such payment of the extent that Borrower makes such payments to a such payment of the extent that Borrower makes such payments to be a such payment of the extent that Borrower makes such payments to be a such payment of the extent to the extent that Borrower makes such payments to be a such payment of the extent that Borrower makes such payments to be a such payment of the extent that Borrower makes such payments to be a such payment of the extent that Borrower makes such payments to be a such payment of the extent the extent that Borrower makes are a such payment of the extent that Borrower makes are a such payment of the extent that Borrower makes are a such payment of the extent that be a such payment of the extent that be a such payment of the extent that be a

estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of truet if such holder is an institutional lender. nolder of a prior mongage or deed of trust if such nolder is an institutional lender. If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits of accounts of which are insured or aranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funder or averaid the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If Borrower pays Funds to Lender, 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 if Lender is such an institution). Lender shall apply the Funds to pay said taxes. Assessments, insurance promiums and ground ranks, Lender may not obstractor to holding and applying the Funds to pay said

guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and hills, unless tender pays Borrower interest on the Funds taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Deed of Trust that interest on the Funde shall be paid to Borrower, and unless such agreement is made or applicable law and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall not be required to pay Borrower and debits to the Funds and the purpose for give to Borrower without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for give to Borrower without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for give to Borrower without charge. requires such 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 Deed of

ist. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates taxes accessments incurance premiums and around reats shall exceed the emount required to pay said taxes, accessments If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, shall due, such excess shall be, at Borrower's option, either promptly repaid to assess the surger or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient of the Surger or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient.

Insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be suffi-cient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount percessory to make up the deficiency in one or more payments as Lender may require cessary to make up the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Index 15 under paragraph 17 bereaf the Property is sold or the Property is otherwise acquired by Lender Lender shall apply apnecessary to make up the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 acclust the sume secured by this Deed of Trust.

as a credit against the sums secured by this Deed of Trust. **3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph regraphs 1 and 2 bereat shall be applied by Lender first in payment of amounts payable to Lender by Porrower under paragraph tion as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to intervent payable on the Note, and then to the principal of the Note. ereor, men to interest payable on the Note, and then to the principal of the Note. 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any advance deed of trust or other contributer compatibility of the which her priority over the Deed of Trust including Borrower's Paragraphs rate 2 hereor shall be applied by Lender first in payment or amounts payar 2 hereof, then to interest payable on the Note, and then to the principal of the Note. 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's fines average to be need all taxes assessments and other charges fines mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attribute be to the Property which may attain a priority over this Deed of Trust, and leave hold payments or ground

covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rente. If any ns, it any. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against be by fire, hereards included within the term "extended coverage", and such other hereards as Lender may require and in such 5. Hazard insurance. Borrower shall keep the improvements now existing or nereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periode as Lender may require

ounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such proved shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form accentable to Lender Ine insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender Lender Lender to be the right to hold the approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, dood of trust or other ecourity acreement with a line which here and renewals thereof, subject to the terms of any mortgage, dood of trust or other ecourity acreement with a line which here and renewals thereof. amounts and for such periods as Lender may require. and snall include a standard mortgage clause in tavor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust

only over this Used or Trust. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not add promptly by Borrower In the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed I order to Porrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and priority over this Deed of Trust.

If the Property is abandoned by Borrower, or it Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and explicitle insurance proceeds at Lender's option either to restoration or repair of the Property or to the sume secured by this Deer by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Truet 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall an the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall com-6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comkeep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall com-ply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or poverning the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit deverning the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit of Trust.

planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit **7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, If any option of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, If any option of Lender's Security. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust Borrower shall not the premiums required to maintain such insurance in effect until such time section.

Take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written acroement or applicable law loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional lenders of Revrewer secured by the Deed of Trust Unless Revrewer and Lender server to other terms of neumant each Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action bereunder.

all require Lenger to incur any expense of take any action nerequirer. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that addressed also Represented to Lender's interaction encode in a cause therefore related to Lender's interaction **8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. shall require Lender to incur any expense or take any action hereunder.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condem-9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condem-tion or other taking of the Property or part thereat, or for conveyence in lieu of condemnation, are berefy accordent and chall be

9. Concemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condem-nation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, dead of trust or other security agreement with a lien which has priority over nation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are nereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust S Deed of Trust. 10. Berrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amor-ation of the sume secured by this Deed of Trust granted by Lender to any successor in interest of Regrower shall not operate to the Property. 10. Serrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amor-tization of the sums secured by this Deed of Trust granted by Lender to any successors in interest 1 ender shall not be required to

tization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor of refuse to extend time for payment or otherwise modify amortization of the sume secured by this Deed of Trust by reason of any demand made by the original Borrower's and Borrower's successors in interest. commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forheatence by Lender In everyleing any right or remedy hereunder, or otherwise afforded by explicable law, shall not be a first forheatence by Lender In everyleing any right or remedy hereunder, or otherwise afforded by explicable law, shall not be a first by reason of any right or remedy hereunder, or otherwise afforded by explicable law, shall not be a first by reason of any right or remedy hereunder. sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

waiver of or preclude the exercise of any such right or ramedy.

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11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who coprovisions or paragraph to hereor. All covenants and agreements or borrower shall be joint and several. Any borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other provide the property to the terms of this Deed of Trust or the Note, without the Borrower's concept and without releasing accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing

that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property. 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the vided for infinits beed of masterial be given by derivering it of by maning such notice to Lender as provided herein, and (b) any notice Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by to Lender shall be given by contined man to Lender's address stated nerein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the Borrower or Lender when given in the manner designated herein. event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other event that any provision or clause or this been or trust or the note connects with applicable law, such connect shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include of the provision of the protected by the text of the text of the text of the provision.

14. Berrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execuall sums to the extent not prohibited by applicable law or limited herein.

tion or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improve-15. renaphitation Loan Agreement. Borrower shall formation borrower sobligations under any nome renaphitation, improver ment, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Deed of Trust. However,

this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. 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 Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of

Trust without further notice or demand on Borrower. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action prior to acceleration shall give nonce to somether as provided in paregraph 12 neter spectrying. (1) the breach, (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in accelerapreach must be cured; and (4) matranure to cure such breach on or before the date specified in the notice may result in acceleration of the right to the sums secured by this Deed of Trust 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 nonexistence of a default or any other defense of Portex to acceleration and the right to bring a court action to assert the date specified in the notice. I order at London a Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and opnon, may declare an orme sums secured by this beed of must to be immediately eye and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reason-

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 able attorneys' fees. event or derach and or Lender 5 election to cause the ripperty to be sold and shan cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed county in which the property of some part mercoris located. Lender of musice shanging notice of sale in the manner presented by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such the bast to be by applicable law to borrower and to the other persons presented by applicable law. After the lapse of such three as may be 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 the sale in one or more parcels and in such order as Trustee

as the time and place and time time terms designated in the nonce of the Property by public announcement at the time and place of may determine. 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 Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, rustee shan denver to the purchaser musice 5 used conveying the property 50 sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be primafacle evidence of the truth of the statements made therein. copresses of implication intercention intercention of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to reasonable. Trusteele and effertual for a and each of the sublement (b) to all reasonable costs and expenses of the sale.

trustee shan apply the proceeds of the sale in the knowing order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to

Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had

19. Assignment of Rents; Appointment of Receiver; Lender In Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandon-

ment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof 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 Proappointed receiver shall be entitled to enter upon, take possession of and manage the property and to concerning remission me pro-perty including those past due. All remis collected by Lender or the receiver shall be applied first to payment of the costs of percy including mose past due. All 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 Deed of Trust. Lender and the receiver shall be liable to

account only for those rents actually received.

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20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Pro-perty and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs or recordation, if any.

21. Substitute Trustee. In accordance with applicable law, 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 the Trustee herein and by applicable law.

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

23. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

> **REQUEST FOR NOTICE OF DEFAULT** AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

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REX A. ROBERTS AND		S FKA JULIE	voluntary act ar	d deed.	and acknowledge
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