47663 Loan #0100443070 MTC #28056

Vol. naga Page 15741

AFTER RECORDING PLEASE RETURN TO: Klamath First Federal 2943 S. 6th St. Klamath Falls, Oregon 97603

(Space Above This Line For Recording Data)

## DEED OF TRUST

T.. 7 .. 15

THIS DEED OF IRUST ("Security Instrument") is made on	Wife
("Rarrower") The trustee is	
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION , which is organized	and existing
The line inited states of America and whose address is	
2943 So. Sixth St. Klamath Falls, Oregon 97603  Borrower owes Lender the principal sum of Fifty Two Thousand and no/100	
TARREST AND CONTRACTOR OF THE	HIGWCL 2 HOTE
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the function of the center to Lender: (a) the repayment of the cebt evidenced by the Note, with interest, and all renewals, example to the payment of all other sums, with interest, advanced under paragraph 7 to protect the security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instruments (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender purparagraph below ("Future Advances"). FUTI RE ADVANCES. Upon request to Borrower, Lender, at Lender to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that secured hereby. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power following described property located in Klamath.	security of this iment and the ursuant to the s option prior ure Advances, said notes are er of sale, the unty, Oregon:
Lot 4 in Block 1t of TRACT NO. 1112, EIGHTH ADDITION TO SUNSET VILLAGE, ac	ccording

Lot 4 in Block 1t of TRACT NO. 1112, EIGHTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Acct. #3909 (112CA 01600

Key #563296

"UNDER OREGON LAV, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US

AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS

WHICH ARE NOT FOL PERSONAL FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY

BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND

BE SIGNED BY US 'O BE ENFORCEABLE."

which has the address of 3837 LaMarada Way Klamath Falls
[Street] [City]

Oregon 97603 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, loyalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Berrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dibt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a 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 attain priority over this Security Instrument. (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if at y. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on he 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 escrow items, shall exceed the amount required to pay the escrow 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 escrow 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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit 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 uncer paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Be prower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the incurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and enewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. 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 make proof 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 notice 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 19 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 Main enance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Len ler 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 in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiur is 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 conveyance in lieu of condemnation, are hereby

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Leader. 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

If the Property is aban loned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a clair i for damages, Borrewer 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 restoration or repair of the Property or

to the sums secured by this Socurity Instrument, whether or not then due. Unless Lender and Bo-rower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the rionthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Released; Forbearance 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 no 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 Horrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

snau not be a waiver of or preciuce 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 shall not be a waiver of or preclude the exercise of any right or remedy. 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

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 that Borrower's consent. 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 permitten 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. 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 rayment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 13. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

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 paragraph 17 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 more chass than to believe a address stated herein of any other address bender designates by nonce to notrower, rany inflict provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

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 app icable 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable. 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 Securi y 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, I ender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 day afrom 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 emorcement of this occurry instrument inscontinued at any time prior to the earner on tails days for 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 turns 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 lieu 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 CONVENANTS. 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 it the notice may result in acceleration of the sums secured by this Security Instrument and sale on or before the date specified it the house may result in acceleration of the Sums secured by this occurry institution 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 action to assert the non-existence of a default of any exist defense of Dorrower to acceleration and sale. It the default is not cured by on or before the date specified if the notice, Lender at its option may require immediate payment in full of all sums secured by on or octore the date spectfied () the nonce, bender as its opinion may require miniculate payment in run or att stands secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable and occurry instrument without runner demand and it ay invoke the power of saic and any other remedies performed 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 a torneys' fees and cos's 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 or an exercise of octaon and or Leader Selection to cause the property to be sold and shall cause such nonce 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 county in winen any part of the rapetry is incared. Lender of Trustee shall give nonce of sale in the mainer prescribed by applicable law. After the time required by applicable law. Trustee, applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law. appreciate law to nontower and to once persons presented by appreciate law. After the time required by appreciate 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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed designee may purchase the Property at any sale or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall or implied. The rections frame trustees are a sharrow prima rache exponence of the trust of the statements made therein. Frustees man 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 anomeys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to 3.

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 reason the attorneys' fees, and then to the sums secured by this Security Instrument.

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 to the person or persons legally entitled to it for a

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee fee of not less than \$5.00. Such person or persons shall pay any recordation costs. appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the fille, power and duties

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. conferred upon Trustee herein and by applicable law.

24. Attorneys' Fers. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agree nerts of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check Applicable Box(es)]

plicable Box(es)]	Condominium Rider	2-4 Family Rider
Adjustable Rate Fider	Planned Unit Development Rider	
Graduated Payment Rider	i i i i i i i i i i i i i i i i i i i	
	ond Covenant	s contained in this Security Instrument
BY SIGNING BELOW, Borrower at and in any rider(s) executed by Borrower and	Podney F. Pici	ffer Borrower
	Barbara J. Pfg  [Space Below This Line For Acknowledgment]	Offer (Seal)  Iffer - Borrower
STATE OF Or egen	} <sub>ss:</sub>	
COUNTY OF Klamath		
	15th day of Jul	y, 1992
The foregoing instit ment was acknowledge	ed before me this 15th day of Jul	(date)
by Rodney E. Pfeiffer and P	(persons) reknowledging)	
OMMINISTON OF THE SEAL OF THE	Judick	T Coldwell (Seal) Notary Public

This instrument v as prepared by Klamath First Federal Savings and Loan Association

OF KLAMATH: SS.		the 17th M92	day
STATE OF OREGON: COUNTY OF KLAMATH: SS.  Mountain. 9:5	Title Co.  5 o'clock A.M., and du on Page 15	ly recorded in Voi.	
Filed for record at request ofA.D., 19 92 at9:2	Evelyn Biehn By	County Clerk	2
	Ву		
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