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Vol<u>m93</u> Page**29005**

DIRECTORS MORTGAGE LOAN CORPORATION P.O. BOX 12012 RIVERSIDE, CA 92502-2212

Aspen Title #01640565
[Space Above This Line For Recording Data]

LOAN NO.: 06370431 MED

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on. CONRAD C. KOPPENHAFER AND LAQUITA I. KOPPENHAFER, **OCTOBER**

22, 1993

, The grantor is

("Borrower").

The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AN OREGON CORP.

("Trustee").

The beneficiary is DIRECTORS MORTGAGE LOAN CORPORATION A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA 1595 SPRUCE STREET

RIVERSIDE, CA 92507

, and whose address is

Borrower owes Lender the principal sum of THIRTY-FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$34,150.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the Note, with interest, and all renewals, extensions and modifications of the Note; (a) the repayment of the debt evidenced by advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the payment of all other sums, with interest, agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in KLAMATH

County, Oregon:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART

MAILING ADDRESS: 2914 SUMMERS LANE KLAMATH FALLS, OR 97603

which has the address of

2914 SUMMERS LANE KLAMATH FALLS,

OREGON 97603 . ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

OREGON- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 5

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- Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal
 of and interest on the debt 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") for: (a) yearly taxes and rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

 The Funds shall be held in an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless applicable law provides otherwise. 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. Borrower and Lender in connection with his loan, unless applicable law provides otherwise. 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. Borrower and Lender in connection with his loan, unless applicable law provides otherwise. Unl

Don 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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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 or Property Insurance. Borrower 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, including floods or flooding, 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 insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals 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 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 the 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 ref

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower shall pay the premiums required to obtain coverage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. I substantially equivalent mortgage of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by an insurance in effect.
- 9. 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.

10. 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 assigned and shall

condemnation or other taking of any part of the Property, or for conveyance in lieu 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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sums secured by this Security balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking. Any otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Security Instrument whether or not the sums are then due.

Warring the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 Security Instrument, whether or not then due.

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 such payments.

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- 11. 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 not proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.
- 12. 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 who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the with regard to the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument or the Note without that Borrower's consent.
- 13. 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to Borrower which exceeded permitted limits will be refunded to Borrower. Lender may reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 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 any other address Lender designates by notice to Lender shall be given by first class mail to Lender's address or any other 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 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 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.

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- 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, entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then 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, unchanged. Upon reinstatement by Borrower, this Society Instrument and the obligations secured hereby shall remain fully paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to

maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

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

21. 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 paragraph 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 law provides of the Property. The notice shall further inform Borrower be cured; and (d) that failure to the right to bring a court action to assert the non-existence of a default or any other defense of Borrower by this Security sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the area of an event of default and of Lender's sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's selection to cause the Property to be sold, and shall cause notice to be recorded in Trustee, without demand on Borrower, shall sell the Property at public auction to the he manner prescribed and under the terms designated in the notice of sale in one property is located. Lender or Trustee to execute a written notice of the occurrence playapplicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, sale, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place of an under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may sale. Lender or its designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may sale. Lender or its designated in the notice of sale in one or more parcels and in any order of any previously scheduled Trustee shall deliver to the purchaser Trustee's deed conveying the P

- 22. 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.
- 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed herein and by applicable law.

 Trustee herein and by applicable law.
- As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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25. Riders to this Secur Security Instrument, the coven covenants and agreements of the Check applicable box(es)]	ity Instrument. If o	De Or more -! I	일하철의 하장하다 맛있다며		
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Adjustable Rate Rider					
Graduated D.	- Liu C	ondominium Rider			
Graduated Payment Ri		lanned Unit D.		☐ 1 - 4 Family	Rider

	Adjustable Rate Ri	der					
	Graduated Payment		☐ Condo	minium Rider		Піль	
Е	Balloon Rider		∐ Planne	d Unit Developn	nent Rider	☐ 1 - 4 Family Rider	en i Gara
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	Other(s) [specify]	Legal Description				Second Home Rider	
1							

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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.

Witnesses:	CONRAD C. KOPPENHAFER -BOTTOWE
	- LAGUITAI. KOPPENHAFER BOTTOWE
	(Sea -Borrower
LOAN NO.: 06370431 MED	
STATE OF OREGON	Klamath County ss:
On this 27th day of October CONRAD C. KOPPENHAFER and LAQUITA I. he foregoing instrument to be their voluntary.	, 19 93 , personally appeared the above named KOPPENHAFER and acknowledged act and deed.
Official Seal) My Commission expires: 7/7/97	Before me: SANDRA S. CRANE Sandsa Clane Notary Public for Oregon
OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC - OREGON COMMISSION NO. 025921 MY COMMISSION EXPIRES JULY 07, 1997	
REQUEST FO	R RECONVEYANCE

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.

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The N 1/2 N 1/2 S 1/2 SE 1/4 SE 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of follows:

Beginning at a point which lies on the West right of way line of Summers Lane, North 1 degree 14' West a distance of 495.8 feet and South 89 degrees 26' West a distance of 30 feet from the iron pin which marks the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian and running thence: Continuing South 89 degrees 26' West a distance of 175 feet to an iron pin; thence North 1 degree 14' West a distance of 70 feet to an iron pin; thence North 89 degrees 26' East a distance of 175 feet to a point on the Westerly right of way line of Summers Lane; thence South 1 degree 14' East along the Westerly right of way line of Summers Lane a distance of 70 feet to the point of beginning.

CODE 41 MAP 3909-3DD TL 5800

STATE OF OREGON: COUNTY OF KLAMATH: SS.	
Filed for record at request of Aspen	Title co the 3rd .
of Nov. A.D., 19 93 at 10:56	o'clock A M and duly recorded in 1/1 1/102 Gay
	on Page 29005 Evelyn Biehn County Clerk
FEE \$35.00	By Drulese Mulendore