to Federal National

THIS LOAN IS NOT ASSUMABLE WITHOUT THE VA Form 28-6135: (Home Loan) Det: 1978 Roylead, Use Optional Service 1810, APPROVAL OF THE U.S DEPARTMENT OF VETERANS OREGON AFFAIRS OR ITS AUTHORIZED AGENT. TRUST DEED

| THIS TRUST DEED, made this 25th da | ny of <u>January</u> | |
|---|--|---|
| John W. Quisenberry and Rozalyn I. Quise | illustry , nusband and wife | |
| Aspen Title & Escrow, Inc. | | as GRANTOR, |
| Plaza Mortgage, Inc., an Oregon Corporation | n | as TRUSTEE, |
| WITNESSETH: Grantor irrevocably GRANTS, BAY SALE, the property in <u>Klamath</u> | | as BENEFICIARY. |
| | 7. J. Vavii, described its: | and 6000000000000000000000000000000000000 |
| Lot 23, Block 10, Tract No. 1064, FIRST AL Oregon. CODE 63 MAP 3909-14CA TL 11 | | |
| SEE VA ASSUMPTION ADDENDUM ATTACHED TERMS, COVENANTS AND CONDITIONS OF T | HERETO AND MADE A PART HEREOF FO THIS SECURITY AGREEMENT. | R ADDITIONAL |

which said described real property is not currently being used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining. and the rents, lasues and profits thereof. SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits; and all fixtures now or hereafter attached to or used in connection with said real estate, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the reality, and are a portion of the security for the indebtedness herein mentioned:

Dishwasher; Garbage Disposal, Vent Fan,

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FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Saventy Eight Thousand Seven Hundred Ninety Five and 00/100 (5.78,795.00) with interest thereon according to the terms of a promissory. (8 78.795.00) with interest thereon according to the terms of a promissory note of even date herewith payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sconer paid, to be due and payable on the first day of February 1st 2024

1. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in this shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or 2. Grantor agrees to pay to Benefickury as trustee (under the terms of this trust as hereinafter stated) in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the

ents of principal and sherest payable under the terms of said note, on the lirst day of each month units said note is fully paid, the ring sums:

(a) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this Trust Deed; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary in amounts and in a company or companies satisfactory to the Beneficiary; Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by Beneficiary, and of which Grantor is notified) less all installments already paid therefor, divided by the number of months that are to elapse before one month infor to the date when such premium or premiums and taxes and assessments will become delinquent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums, and taxes and special assessments before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those psyable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(ii) interest on the note secured hereby;

(iii) interest on the note secured hereby;

(iii) interest on the note secured hereby;

(iii) interest on the mount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such payment.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such payment, constitute an event of default under this Trust Deed. Any deficiency in the amount of any such aggregate monthly payment squit, unless paid prior to the due date of the next such pryment; constitute an event of default under this Trust Deed.

3. If the total of the payments made under (a) of paragraph 2 preceding shall excise the amount of payments actually made by released, applied on any indebtadness secured hereby, or be credited by Beneficiary as trustee on subsequent payments to be made by Grantor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time Beneficiary as trustee shall, in computing the amount of the deficiency, which notice may be given by mail. If at any time Beneficiary as trustee shall, in computing the amount of the indebtedness, credit to the account of Grantor any credit balance remaining thereafter a sale of the premises in accordance with the provisions hereof, full payment of the provisions of this Trust Deed and default, Beneficiary as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is accrued and unpaid and the balance to the principal then remaining unpaid on sald note.

4. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses involved in handling delinquent payments, but such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby, unless such To Protect the Security of This Trust Deed, Grantor Agrees:

5. To protect, preserve and maintain said property in good condition and repair; not to remove or demoists any building or improvement thereon; not to commit or permit any waste of said

property.

8. To complete or restore promptly and in good and work manifike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) to allow Beneficiary to inspect said property at all times during construction. The Trustee, upon presentation to it of an afficiarly signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. To comply with all laws, ordinances, regulations, covenants conditions and restrictions affecting said property.

8. To provide and maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretolore been made under (a) of paragraph 2 hereof, to psy promptly when due any premiums therefor, and to deliver all policies with loss payable to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

9. To keep said premises free from mechanics' liens and to psy all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges becon— past due or delinquent and promptly deliver receipts therefor to Beneficiary, should the Grantor fall to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make set forth in the note secured hereby, together with the obligations described in paragraphs 10 and 11 of this Trust Deed, shall be added to and become a part of the debt se

of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

10. To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and trustees and attorneys' fees actually incurred.

actually incurred.

11. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys fees in a reasonable sum to be fixed by the Court, in any such action or proceeding or which Beneficiary or Trustee may appear, and in any sult bought by Beneficiary to foreclose this Trust Deed.

12. To pay at least ten (10) days before delinquency all assessments upon water company stock, and all rents, assessments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all reasonable costs, fees, and expenses of this Trust.

expenses of this Trust.

13. Should Granpor fall to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation here of, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which reasonably appears to be prive or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts are reasonably necessary therefor, including cost of evidence of title, and reasonable counsel fees.

14. To pay within thirty (30) days after consend an expenditure of the second of the consender.

reasonable counsel tees.

14. To pay within thirty (30) days after demand all sums properly expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided for in the principal indebtedness, and the repayment thereof shall be

principal indebtedness, and the repayment thereof shall be secured hereby.

15. Grantor agrees to do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or insurance under the provisions of Chapter 37, Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Trust Deed

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IT IS MUTUALLY AGREED THAT:

16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be smittled to ell compensation, awards, and other payments or reflet therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting sald property, are heraby assigned to Beneficiary, who may after deducting therefrom all its expenses, including reasonable attorneys fees, apply any moneys so received by it, at its option, either to the restoration of the damaged premises or to the reduction of the indebtedness. Grantor agrees to execute such further assignments of any compensation, award, damage, and right of action and proceeds as Beneficiary or Trustee may require.

17. That upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the afteration, modernization improvement, maintenance, or repair of sald premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Sald note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Sald supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Beneficiary and Grantor. Falling to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days or demand by the Beneficiary. In no event shall the maturity extend beyond the ultimate mat

described above.

18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right where to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

19. That the ilen of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

20. Should proceedings be instituted to register title of said property under any Land Title Law, Grantor will pay upon demand all sums expended by Trustee or Beneficiary, including reasonable attorneys' fees, and forthwith deliver to Beneficiary all evidence of title.

properly under any Land Title Law, Grantor will pay upon demand all sums expended by Trustee or Beneficiary, including reasonable attorneys' fees, and forthwith deliver to Beneficiary all evidence of title.

21. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (is case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of eny map or plat of said property. (b) join in grantling any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this. Trust Deed or the ilen or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitalis therein of any matters or facts shall be conclusive proof of the truth fulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5.

22. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the refinite to collect all such rents, issues, royalties, and profits estimate employing rents, issues, royalties, and profits and payable, save and excepting rents, issues, royalties, and profits and payable, save and excepting rents, issues, and profits failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to co

such noice.

25. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and

election to self the trust property, which notice Trustee shall cause to be duly filled for record. If Beneficiary degrees ead property to be sold, it shall deposit with Trustee this Trust beed and all promissory notes and documents evidencing openditures socured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by saw.

26. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 68.760 pays the entire amount then due under the terms of this Trust Deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, the Grantor or other person making such payment shall also pay to the Beneficiary all of Beneficiary's costs and expenses incurred up to said time. In enforcing the terms of the obligation, including Trustee's and attorneys' fees not exceeding \$50 if actually incurred.

Trustee's and attorneys' fees not exceeding \$50' if actually incurred.

27. After the lapse of such time as may then be required by law following the recordation of sald notice of default and the glying of said notice of sale, Trustee shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in this Trust Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

28. When Trustee sells pursuant to the powers provided herein, Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee; (2) to the obligation secured by this Trust Deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in this Trust Deed as their interest may appear in order of their priority; and (4) the surplus, it any, to the Grantor or to his successor in interest entitled to such surplus.

Grantor of to his successor in interest enumed to such surplus.

29. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the Successor Trustee.

30. (a) The waiver by Trustee or Beneficiary of any default of Grantor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults subsequently occurring.

to be a waiver of any other or similar defaurs subsequency occurring.

(b) The pleading of any statute of limitations as a defense to any and all obligations secured by this Trust Deed is hereby waived, to the full extent permissible by law.

31. (a) In addition to any of the powers or remedies conferred upon the Trustee and the Beneficiary or either of them under this instrument, the Trustee and Beneficiary lointly, or either, may bring an action in the proper court for the fore closure of this instrument as a mortgage, upon default, and upon proper proof obtain all the remedies in such action that are given by any statute or other law of the State of Oregon.

(b) No power or remedy harein conferred is exclusive of, or shall prejudice any other power or remedy of Trustee or Beneficiary.

(b) No power or remedy narein conterred is exclusive of, or shall prejudice any other power or remedy of Trustee or Beneficiary.

(c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by operation of law.

32. If a final decree in favor of plaintiff is entered in a sult brought to foreclose this Trust Deed, it may include a reasonable attorney fee as provided in the noto secured hereby, but not in excess of the amount actually paid or unconditionally incurred by the proper plaintiffs.

33. This Trust Deed shall inure to and bind the heirs legates, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of the Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees of the indebtedness secured hereby, whether or not named as Beneficiary herein, and whether by operation of law or other wise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

34. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged is made a public record as

piural, the pural une singular, and the use of any gender shall include all genders.

34. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding is which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

35. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title and Regulations are hereby amended to conform thereto.

36. This Trust Deed shall be construed according to the laws of the State of Oregon.

mos for

| IN WITNESS WHEREOF, said Grantor has hereunta | o set his hand and seal the day and year first above written. |
|--|---|
| TATE OF OREGON, SOUNTY OF Klamath Personally appeared the above-named John W. heir voluntary act and deed. Before | Quisenberry Rozalyn I. Quisenberry, husband and wife and acknowledged the foregoing instrument to b |
| OFFICIAL: SEAL IN MARLENE T. ADDINGTON NOTAMISSION NO. 022238 MYCOMMISSION ETPIRES MAR. 22, 1997 | Wislene Challing from Notary Public for the State of Oregon. My commission expires: 3-22-9.7 |
| To be used to the undersigned is the legal owner and holder said Trust Deed have been fully paid and satisfied. Ye terms of said Trust Deed or pursuant to statute, to | r FOR FULL RECONVEYANCE only when obligations have been paid. Trust of all indebtedness secured by the foregoing Trust Deed. All sums secured ou are hereby directed, on payment to you of any sums owing to you under t cancel all evidences of indebtedness secured by said Trust Deed (which is ed) and to reconvey, without warranty, to the parties designated by the terms a same. |
| Mail reconveyance and documents to | C: Beneficiary |
| Do not lose or destroy this Trust Deed OR THE NOTE which I made 4. | it secures. Both must be delivered to the Trustee for excellation before reconveyance will |

VA LOAN NO. 245976 LENDERS LOAN NO. 31-9301265

VA HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST / MORTGAGE

| This VA Loan Assumption Rider is made this 25th day of the | |
|--|--|
| This VA Loan Assumption Rider is made this <u>25th</u> day of <u>January</u> , <u>1994</u> and am Deed of Trust / Mortgage, (the "Security Instrument") of the came date, by and between <u>John W. Quisenberg</u> | ends the provisions of the |
| Action Delity - Musualic and Wile | ry and Rozalyn I. Trustors / Mortgagors, and |
| Plaza Mortgage, Inc., an Oregon Corporation | musicis / Mongagors, and |
| The Beneficiary / Mortgagee, as follows: Adds the following provisions: | |

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of chapter 37, title 38, United States Code.

- A. Funding Fee. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer talk to pay this fee at the time of transfer, the fee shalf constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferse thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b).
- B. Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the U.S. Department of Veterans Affairs for a loan to which section 1814 of chapter 37, title 38, United States Code applies.
- C. Indemnity Liability. "If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the U.S. Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument".

Signature of Trustor(s) / Mortgagor(s)

John W. Quisonberry

Rozzin B. Quisonberry

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this VA Losn Assumption Rider.

STATE OF Oregon

COUNTY OF Klamath

On the 27th day of January
County, State of Oregon
husband and wife

1994 before me, a Notary Public in and for Klamath

personally appeared John W. Quisenberry and Flozalyn I. Quisenberry .

to me known to be the person(s) named and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary, act and

My commission expires 3-22-97

OFFICIAL SEAL

MARLENE T. ADDINGTON

NOTARY PUBLIC - OREGON

COMMISSION NO. 022238

MYCOMMISSION EXPIRES MAR. 22, 1997

Wantene J. Allington

Notory Public in and for said County

STATE OF OREGON, SS

Filed for record at request of:

Evelyn Biehn County Clerk
By Onuse Mullen

Deputy

Fee, \$30.00

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