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Vol. <u>1994 Page 33026</u> ATC #42386

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THIS DEED OF	TRUST ("Soonia.		
19. 94 The grantor is	Robert Jame	Instrument") is made on October 12 s Narramore and Tamra J. Mason Narramo	*****
and wife		Mason Narramo	re hughand
KI AMATH FIDOT ST	iam L. Sisenor	e	·····
MANMAIN FIRST FE	DERAL SAVINGS	AND LOAN AS SOCIATION ("Truste of America, and whose address is	e"). The beneficiary is
540 Main Street	e United State	AND LOAN AS SOCIATION (1 Pusters) s. of America and whose address is	organized and existing
Botrower owes Lender of	rr Wramaru Ist	13, Uregon 37601	/147 . 1 to
	ne principal sum of a	ars (U.S. \$73,600,00). This debt is evidence to ("Note"), which provides for monthly recommend	No/100
dated the same date as th	is Security Instrume	rt ("Note"), which provides for monthly payments, with cept evidenced by the Note, with interest, and all	ed by Borrower's note
paid carrier, one and nave	able on Both	- Thom E 1000 Frontiers wi	In the full daby if
secures to Lender: (a) the	ne repayment of he	cebt evidenced by the Note, with interest, and all rene	Security Instrument
Seculty Institutions (c)	the nesterment of	and paragraph / 10 profe	"I the consumity of all
is a secont cyanic of the	property by Trustee	to Borrower, may make Future Advances to D	Lender's option prior
Secured hereby For this	ll be secured by this	Deed of Trust when evidenced by promissory notes statis	ich Future Advances,
secured hereby. For this following described prope	u be secured by this purpose, Borrow r i	Deed of Trust was n evidenced by promissory notes statir r evocably grants and conveys to Trustee, in trust, with	ich Future Advances,
secured hereby. For this following described prope	u be secured by this purpose, Borrow r i	Deed of Trust was n evidenced by promissory notes statir r evocably grants and conveys to Trustee, in trust, with	ich Future Advances,
secured hereby. For this following described prope	purpose, Borrow r i	Deed of Trust wan evidenced by promissory notes stating evocably grams and conveys to Trustee, in trust, with Klamath	ightat said notes are h power of sale, the County, Oregon:
secured hereby. For this following described proper	purpose, Borrow r i	Deed of Trust wan evidenced by promissory notes stating evocably grams and conveys to Trustee, in trust, with Klamath	ich Future Advances, ing that said notes are in power of sale, the County, Oregon:
secured hereby. For this following described properties. Lot 4, Block 6,	purpose, Borrower i	Ceed of Trust wan evidenced by promissory notes stating evocably grams and conveys to Trustee, in trust, with Klamath	ich Future Advances, ing that said notes are in power of sale, the County, Oregon:
secured hereby. For this following described proper Lot 4, Block 6, County of Klamat said Lot 5.	and Lot 5, Flo	ck 6, FIRST ADDITION TO WEST HILLS HOMes gon. EXCEPT THEREFROM the South 140	ich ruture Advances, on that said notes are in power of sale, the County, Oregon: ES, in the feet of
secured hereby. For this following described proper Lot 4, Block 6, County of Klamat said Lot 5.	and Lot 5, Flo	ck 6, FIRST ADDITION TO WEST HILLS HOMes gon. EXCEPT THEREFROM the South 140	ich ruture Advances, on that said notes are in power of sale, the County, Oregon: ES, in the feet of
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AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSE OLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUSI BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE." 1 网络红色的白色的

which has the address of 1145 Maple 5	en. M.		D. 77
Oregon 97601 (Zip Code)	[Street] ("Property Addres	Klamatn	[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, 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 Instructions as the "Property"

BORROWER COVENANTS that Borrower is lawfully seised to the estate hereby conveyed and has the right to grant and convey the Property and that the Property is mencumbered a xcept for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claim and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenar is for national use and non-uniform covenants with limited variations by jurisdiction to constitute 1 uniform security in trument covering real property. Talling by Julian Committee and the Committee of the Comm

UNIFOR M.COVENANTS. Bo tower and Lender covenant and agree as follows: 1. Pays jent of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the de it evidenced by the Note and any prepayment and late charges due under the Note. 2. Fund: for Taxes and Insur ance. 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) warly 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 insurar ce premiums, if any These items are called "escrow items." Lender may estimate the Funds due on the The Funds shall be held in an it stitution the deposits or accounts of which are insured or guaranteed by a federal or state agency (includin; Lender if Len ler 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 may not charge for holding and applying the runus, analyzing the account of vernying the escribent manages. Lender pays Borrower interest on the 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 permits interest to be raid. Lender shall not be required to not be requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give a Borrower and interest or earnings on the Funds. Lender shall give to Borrover, vithout charge. In annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each lebit to the Fun is was made. The Funds are pledged as additional security for the sums secured by

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 escribe items, shall a veed the amount required to pay the escrow items when due, the excess shall be, at Borrower's optio 1, either promptly regaid 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 payme it in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under para raph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately pr or to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

3. Application of Payments. Ut less applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall 2 : applied: first, to late charges due under the Note; second, to prepayment charges due under the Note: third, to amounts pa vable under part graph 2; fourth, to interest due, and last, to principal due.

4. Charges; Liens. Borrower shell 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 colligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly () the person ow d payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this parag aph. If Borrow r makes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligition secured by the hen 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 forfei ure of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory (5) Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject o a ien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lie 1. Ec trower shall sat sfy the lien or take one or more of the actions set forth above within 10 days

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to sold 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

Unless Lender and Borr ower otherwise; gree 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 a swer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, the 1 Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sum; secured by this Sec irity Instrument, whether or not then due. The 30-day period will begin

Unless Lender and B prover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mon-hly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Projecty 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

6. Preservation and Maintenance 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 kase, and if Borrower acquires fee title to the Property, the leasehold and

7. Protection of Lender's Rights in the Property; Mortgage Insurance. covenants and agreements contained in this Securit / 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 und pay for whate ver 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 a forneys' fees and entering on the Property to make repairs. Although

Any amounts disbursed by Lander under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Bo row r and Lender acree 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

None Stone If Lender required mortgage insurance as a concition of making the loan secured by this Security Instrument, 1191 Borrower shall pay the premiums 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

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8. Inspection. Lender or it: agent may make re isonable 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 Pre perty, 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 Instrument, whether or not then due, with any excess pair 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dan ages Borrower fails o respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect at d apoly the proceeds at its option, either to restoration or repair of the Property or

Unless Lender and Borrower of the rwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly pryme its referred to it paragraphs I and 2 or change the amount of such payments. 10. Borrower Not Released; Forbe trance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the surns woured by this security Instrument granted by Lender to any successor in interest of Borrower shall not 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 secure I by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising 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 be nefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and ag eements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Not: (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 accommodation: with regard to the terms of this Security Instrument or the Note without

12. Loan Charges. If the loan secure 1 by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitte I limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permittee limit; and (b) a 1y sums already collected from Borrower which exceeded permitted limits will be refunded to Borre wer Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment () Borrower. If a refund reduces principal, the reduction will be treated as a 13. Legislation Affecting Lender's Rights.

rendering any provision of the Note or this Secu ity Instrument unenforceable according to its terms, Lender, at its option, If enactment or expiration of applicable laws has the effect of may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrover provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable I w requires use of another method. The notice shall be directed to the Property Address or any other address Bor owe designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein (rany other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be ceemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. jurisdiction in which the Property is located In the event that ar y provision or clause of this Security Instrument or the Note conflicts with applicable law, such con liet shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the end the provisions of this Security Instrument and the

16. Borrower's Copy. Borrower shill be given one confirmed 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 benelicial interest in Born wer is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, L inder may, at it option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall 1 of be exercised by Lender if exercise is prohibited by If Lender exercises this option, Lender shall give Borrower 1 otice of acceleration The notice shall provide a period

remedies permitted by this Security Instrument with out 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 discontinual at any time prort to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) befor sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be dur under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other c wen ints 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 Scenity Instrument, Lender's rights in the Property and Borrower's

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any

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. Bo rower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Len ier shall give notice a Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Insu unent (but not p ior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall spec fy: (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 I orrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defens of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Leader at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke he power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in Jursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fe is an I costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Prope ty to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law. Trustee, without demand on Borrower, shall sell the Property at public at ation to the highest bidder at the time and place, and under the terms designated in the notice of sale in one or plore parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public anno accement at the time and place of any previously scheduled sale. Lender or its

Trustee shall deliver to the purchase Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled

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 a pon, take possession of and manage the Property and to collect the rents of the Property including those pas due Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and sollection of ren s, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees. and then to the sams 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 Instrun ent and all notes evidencing debt secured by this Security

22. Substitute Trustee. Lender may from time to time re nove Trustee and appoint a successor trustee to any Trustee

Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it for a fee of not less than \$5.00. Such person or person shall pay any recordation costs.

appointed hereunder. Without conveyance of the Property, the su cessor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law. 23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 24. Attorneys' Fees. As used in this S curry Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

awarded by an appellate court.

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

Adjustable Rate Rider		n negot in in the lead of the second			
BY SIGNING BELOW, Borrower and recorded with it. BY SIGNING BELOW, Borrower and recorded with it. BY SIGNING BELOW, Borrower and recorded with it. Repeated by Borrower and recorded with it. Repair of the part of the pa	Adjusi	table Rate Rider	[] Condominium	Rider 2-4 Famil	y Rider
Other(s) [specify] BY SIGNING BELOW, Borrower act epts and agrees to the terms and Covenants contained in this Security Instrumen and in any rider(s) executed by Borrower and recorded with it. Referred fames Narramore Borrower Borrower Page Bas	☐ Gradu	ated Payment Rider	1 Planned Unit	Development Rider	
BY SIGNING BELOW, Borrower act epts and agrees to the terms and Covenants contained in this Security Instrumen and in any rider(s) executed by Borrower and recorded with it. A	Other(s) [specify]		· 在表別 電影時 医肾体管 医乳毛虫	
BY SIGNING BELOW, Borrower act epts and agrees to the terms and Covenants contained in this Security Instrumen and in any rider(s) executed by Borrower and recorded with it. County Of	11 40.71	in the state of th			
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Rebert James Narramore Borrower Page Borrower Borrower	and in any rider(s)	executed by Borrower and	epts and agrees to the	terms and Covenants contained in this Sec	urity Instrumen
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