

Vol. 95 Page 4262

Y-C 1400-GS
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MAILED on February 18th, 1995
MARV EMILY ANDERSON

CORPORATION

____ Borrower") The trustee is
____ (Trustee) The beneficiary is
____ which is organized and existing
____ and whose address is
____ "Lender")

This debt is evidenced by Borrower's note dated the same date as this Security instrument, the principal of which was paid earlier (due and payable on **March 1st, 2025**), and the interest thereon is evidenced by the promissory note with interest, advanced to Borrower by Lender on the date of the above recited promissory note, and the same is secured by the mortgage instrument, dated and recorded as above, and the same is secured by the following described property located in

HOME TRACT: _____ County Oregon
COUNTY CLERK OF KLAMATH COUNTY, OREGON

KLAMATH FALLS

Property Address)

hereafter erected on the property and all easements, appurtenances, and fixtures now and hereinafter also be covered by this Security Instrument. All of the foregoing is fully composed of the estate hereby conveyed and has the right to grant and convey the same and encumber as of record. Furthermore, it will defend generally the title to the premises against all claims, demands, suits, actions, judgments, liens, taxes, assessments, national use, and non-uniform covenants with limited variations by or pursuant to the following:

1. Payment of Principal and Interest 2. Funds for Taxes and Insurance	3. Other
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Payment and Late Charges. Borrower shall promptly pay when due the principal of the loan and all interest and late charges due under the Note.

[illegible]

the Board shall have the right to suspend or terminate the Fund's participation in the Fund, and to apply the provisions of the Fund and applicable law to the Fund's independent real estate investments, without the consent of the Board, if the Fund's participation in the Fund is not in the best interests of the Fund. The Board shall have the right to suspend or terminate the Fund's participation in the Fund, and to apply the provisions of the Fund and applicable law to the Fund's independent real estate investments, without the consent of the Board, if the Fund's participation in the Fund is not in the best interests of the Fund. The Board shall have the right to suspend or terminate the Fund's participation in the Fund, and to apply the provisions of the Fund and applicable law to the Fund's independent real estate investments, without the consent of the Board, if the Fund's participation in the Fund is not in the best interests of the Fund.

Disbursements are made by a federal agency instrumentally or jointly (including Lender or Loan Bank Lender) shall apply no Fund to pay the Escrow monies. Lender may not annually analyze the escrow account, verifying the Escrow items, unless Lender permits Lender to make such a charge. However, Lender may require Borrower to reporting services used by Lender in connection with this loan, unless applicable law applicable law requires interest to be paid. Lender shall not be required to pay applicable law may agree in writing, however, that interest shall be paid on the amount of the Funds showing credits and debits to the Funds and the The Funds are pledged as additional security for all sums secured by this Security

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 2. Lender shall acquire and sell the Property to Lender, prior to the acquisition or sale of the Property, shall apply the sums held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Charges, Fees.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may claim priority by virtue of this security instrument and the use of the Property, or ground rent, if any. Borrower shall pay these obligations in the manner provided in Section 2. If not paid in full directly to the person owed payment by the time due, Borrower shall pay them on or before the date of payment to the lender. If Borrower makes these payments directly to the lender, the lender will not be responsible for the payment.

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 period to which Lender requires. The insurance carrier providing the insurance shall be chosen by Lender, subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may obtain coverage to protect Lender's rights in the Property in accordance with paragraph 10.

[illegible]

6. **Occupancy, Preservation, Maintenance and Protection of the Property:** Borrower shall maintain the Property in good condition and shall preserve and protect the Property as if it were his own property. Borrower shall not allow the Property to be used for any purpose other than the purpose for which it was originally intended. Borrower shall not allow the Property to be used for any purpose other than the purpose for which it was originally intended. Borrower shall not allow the Property to be used for any purpose other than the purpose for which it was originally intended.

* **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding to enforce any of the covenants and agreements contained in this Security Instrument, then Lender's rights in the Property (such as a proceeding to foreclose on the Property) shall not be adversely affected by any such legal proceeding, and Lender's actions may include paying any sums secured by a lien on the Property, and incurring and paying reasonable attorney's fees and entering on the Property to maintain the Property in a condition suitable for sale.

Mortgage Insurance. The lender required to maintain a mortgage insurance policy in effect on the mortgage secured by this Security. The lender agrees to pay the premiums required to obtain coverage sufficient to protect the lender's interest in the mortgage. The cost of the mortgage insurance shall be substantially equivalent to the cost of a Borrower's mortgage insurance policy.

and Condemnation. The proceeds of any condemnation of the Property shall be paid to the Seller, and the Seller shall be responsible for the payment of any taxes and other charges in connection with the condemnation of the Property.

the taking exceeds so lower and time-
amount of the exceeds multiplied by the fol-
owed by the market value of the Prop-
partial taking of the Property in which the fair mark-
secured immediately before the taking unless Bor-
was held to be the sums secured
ving fraction (a) the total amount of the sums secured immediately before the taking. Any bal-
mmmediately before the taking is less than this amount of the sum-
value of the Property immediately before the taking is less than this amount of the sum-
therwise agree in writing or unless applicable law otherwise provides, whether or not the sums are then due

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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 damages, Borrower 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 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.

11. Borrower Not Released; Forbearance. 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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings or otherwise modify amortization of the sums secured 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 shall not be a waiver or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors, heirs, assigns, and assigns of Lender and Borrower. Any Borrower who co-signs this Security Instrument shall be deemed to agree that the sums secured by the Security Instrument shall be paid by the Borrower, its successors, heirs, assigns, and assigns of Lender and Borrower, and that the sums secured by the Security Instrument shall be paid by the Borrower, its successors, heirs, assigns, and assigns of Lender and Borrower.

13. Loan Charges. The maximum loan charges permitted by law which sets maximum loan charges, and that the loan charges collected in connection with the loan in excess of the permitted maximum shall be refunded to Borrower. Lender may choose to make this refund by making a direct payment to Borrower. If a refund reduces principal the reduction will be applied to the Note.

14. Notices. Any notice to Borrower or to Lender shall be given by delivering it or by mailing it by first class mail to the address of the Property or to the address of the Borrower. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to the address of the Lender. Any notice to the Borrower shall be given by delivering it or by mailing it by first class mail to the address of the Borrower.

15. Governing Law. The Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. The law of the jurisdiction in which the Property is located shall apply to the interpretation of the Security Instrument and to the enforcement of the Security Instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in the Property. If all or any part of the Property or any interest in it is sold or transferred, the transferee shall be deemed to have assumed the obligations of the Borrower under this Security Instrument. If the Property is sold or transferred, the transferee shall be deemed to have assumed the obligations of the Borrower under this Security Instrument.

18. Borrower's Right to Reinstate. If the Security Instrument is in default, Borrower shall have the right to reinstate the Security Instrument by paying to Lender the sums secured by this Security Instrument. If the Security Instrument is in default, Borrower shall have the right to reinstate the Security Instrument by paying to Lender the sums secured by this Security Instrument.

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 or transferred. A sale or transfer of the Note or a partial interest in the Note (together with this Security Instrument) may be sold or transferred. A sale or transfer of the Note or a partial interest in the Note (together with this Security Instrument) may be sold or transferred.

20. Hazardous Substances. Borrower shall be deemed to have agreed that the Property shall not be used for any purpose that would result in the presence, use, or storage of any hazardous substance on the Property. Borrower shall be deemed to have agreed that the Property shall not be used for any purpose that would result in the presence, use, or storage of any hazardous substance on the Property.

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 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 in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property.

22. Lender's Power of Sale. Lender shall 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 jurisdiction in which any part of the Property is located. Lender or its designee shall give notice of sale in the manner prescribed by applicable law. After the time required by applicable law, Trustee, at 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 auction or by private sale at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser 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 amounts secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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 hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by applicable law.

24. Attorneys Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 applicable box(es)]

- | | | |
|--|---|--|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☒ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

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:

JAMES CARL ANDERSON (Seal)
-Borrower

MARY EMILY ANDERSON (Seal)
-Borrower

-Borrower

-Borrower

_____[Space Below This Line For Acknowledgement]_____

STATE OF OREGON,

On this 23rd day of February, 1995, JAMES CARL ANDERSON AND MARY EMILY ANDERSON

County of: Clatsop

personally appeared the above named

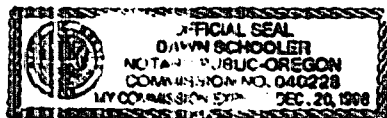
and acknowledged

the foregoing instrument to be ~~his~~ ^{their} voluntary act and deed

before me:

(Official Seal)

My Commission expires 12/20/93



Dawn Schoeler
Notary Public for Oregon

REQUEST FOR 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.

Dated _____

THIS "4 FAMILY RIDER" is made this 18th day of February, 1995
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed, the
"Security Instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note(s)
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
1764 IVORY STREET, KLAMATH FALLS, OREGON 97601
Property Address

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

[illegible]

13. **USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

3. **SUBORDINATE LIENS.** Except as is permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the property without Lender's prior written permission.

3. RENT LOSS INSURANCE. Lender shall maintain insurance against rent loss in addition to the other coverages to which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY Unless Lender and Borrower otherwise agree in writing, the first sentence of the first paragraph of the second form Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in the second form Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Borrower shall assign to Lender all leases of the Property and all security deposits made on the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases on the Property. As used in this paragraph, the word "lease" shall mean any leasehold interest in the Property.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, payable by Borrower or Borrower's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agent shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider

JAMES CARL ANDERSON 2-23-95 (Seal)
JAMES CARL ANDERSON

MARY EMILY ANDERSON 2-24-95 (Seal)
MARY EMILY ANDERSON

____ (Seal)
Borrower

(Seal)

STATE OF OREGON COUNTY OF KLAMATH ss.

Filed for record at request of _____ Mountain T. Le Co _____ the 27th _____ day
of _____ Feb _____ A.D. 19 95 at 9:14 o'clock A _____ M., and duly recorded in Vol. _____ M95
of _____ Mortgage _____ on Page 4262

FEE \$35.00

Bernetha G. Letsch, County Clerk

By Debbie A. Kellendick