<b>)5</b> 458	E OF CRED	T MORTGAGE	Valmas Dans 12
3-27 664 . 3. RCV0	DEED O	TRUST ATC	Volm95 Page 42
PARTIES: This Deed of Trust is made on February BENJAHIN D. JEESEN	17, 1995	among the Grant's	
Corrower BUNNIE P. SERKIN	01 SW Hain	St. 15th Ploor	Portland OR 97204
in the Benefician GIGEN INCL. F	MANCIAL CON	PORATION	
PO BOX 1570 , TUALATIN, OF EG.	ting under the law	of Hinnesota	whose address is
CONVEY ANCE: For value received. Borrower arevicable 11 all 1 jhts lease nents, appurenances, reliable	gran's and con e	4- T4	
PROPERTY ADDRESS 10730 TUNNELWOOD DR			no fixtures fall called the "property".  Cregon97624
Stree <sup>i</sup>		·C tyl	.2 p Code
All of the property located	at 10730	NNELWOOD DR	4m Al
CICY/TOWN/VILLage of CHIOLOUIN		Country of	KLAMATH , in the
State of OR , in which the Bornlegal interest. This property is: "Additional Property Description			
TOPELCY DESCRIPTION	שרותה זה	Pendhad hames	
coducties are a security lucates:	. in that	ortsin 1004 A	0 7 30
CELIBRATION mobile home, ser			<del>'</del>
The Borrower does hereby au	horize the	Lender or its	assigns to obtain a
more detailed property description and to attach Exhibit A after the	( D Atter the	Dormon han	
		as signed the	nortgage.
CO led , KLAPATH			
TTLE (Id) rowe covenant, and warrants title to the plope.	except for	County, Oragon	
SECURIES DEBT This Sied of Trust secures to Under allier in this Need of Trust and in any other and trusts former was to ender under this Need	repayment of the	secured debt and the	performance of the covenants and agreemen
and unts florrower, wes to lender under this lead aftensions, and reminisher eof	of storunde	ny instrument secured of	oy this Deed of Trust includes ar by this Deed of Trust in fluding all modification
This secund debt is indericed by List all instrument.	and egreement	ecure. by this Deed of	rust and the dates thereof
decurity Agreement executed by	Buvers/Po	ail Installmen	t Contract and
		· ····································	
Fevorying credit a preement dated in display made subject to the dottar limit described to		Advance	es under this agreement may be made and repair
Full re Advances. The above debt is secured, were	nough all or parts	it may not yet be adva	ced. Future advances are contemplated and wi
and the same of th	1112 C 460 OL 110 (	s executed.	
The above obligation is due and payable on	months from	last construct	tion disbursement foot paid earlier
FILE SIA THOUSAND THREE AND 23/1/10			5 11 A
this interest plus any amounts distrused under the tour overlines contained in this Deed of Trust by this	mms of this Dee I	of Tours to seem and the seem	ecunty of this Deed of Trust or to perform any o
farlable Rate: Temperature on the obliquition	equired by this [ +	d of Trust may vary are	ording to the terms of that objection
A sopy of the dan agreement containing the pair hereof	irms inder which	he interest rate may ver	ry is attached to this Devid of Trust and made a
PIDERS Conmercial		<del></del>	
IGNATURES By signing below Borrower agrees to the	terms and cover	ints contained in this	Deed of Trust, including those on page 2, and
in any riders described above signed by Borrower	Borrower also *	knowledges receipt of	a copy of this Deed of Trust on today's date.
S. Same N. Jenson		X	at to the former
BENJAHIN D. JENSEN		CARMELITA	A. JENSEN
			a. Uensen
		<del></del> .	
CKNOWL EDGMENT STATE OF CREGON.	the second secon	ath	. Sounty ss.
On the day ()  BENJAM IN D. JENSEN	Februar /		personally appeared the above named
e foregoin junstrument to be their	LARHELITA A	luntary act and deed	and acknowledged
		)	7
OFFIC AL SEAL	Bettre me	/ /	
THE CHIMMISSIC NO CRECON AND CRECON	Cit	we W	MASA
# HIL COPPLIATION EALES TEN 31 1008	إبن	Notable	Notic for Oregon

R DUEST FOR RED INVERANCE

The undersigned is the ruider of the note or notes or curve by it is Deed of 1 ust. Said note or notes together with all other indebtedness secured by this Other(1) Frust, have been paid in full. You are hendly diricted ic cancel sist note or notes and this Deed of Trust, which are delivered hereby, and to naction ey without warran y all the estate now held by you inder this Deed c in rust to the person or persons legally entitled thereto

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**OREGON** 

of 15-34-090 (1.94) (page 1 of 2)

- 4236
- 1. Fayments. Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lander receives from Borrower or for Borrower's ber effit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or orin spal, second to interest, and then to principal, partial prepayment of the secured debt exclusive of interest any schildled payment until the secured debt is paid in till.
- 2. Ctalms Against Title. Borrower will pay all laxes assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impain the len of this Deed of Trust Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials o improve or maintain the property.
- I treurance. Borrower will keep the property issure 1 under terms as cliptable to Lender at Borrower's expense and for Lender's benefit. All insurance path less shall include a standard mortgage chalse index at lender lender lender as loss payee or as the insured on any such insurance path yill Any insurance proceeds may be applied with niLender standard lender requires mortgage insurance. By move if agrees to main a in such insurance for as long as Lender requires.
- 4. Property, Borrower will keep the property in jook and make all repairs reasonably necessary
- 5 Expenses. Bon ower agrees to pay all Lericer's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this Deed of flux for in any obligation secured by this Deed of Trust.
- 8 Prior Security Interests. Unless Borrower It ist (I rains Lender's will enconsent, Borrower will not make or permit any changes to any prior security in est. Porrower will perform all of Borrower's under any prior Mortgage, Deed of Trust or other security agreement, including Borrower's appreciate to make payments when due.
- \* Jasignment of Flents and Profits, Borrower as signs to Lender if a rents and profits of the property Uniess Borrower and Lender have agreed whiteness in writing Borrower may collect and retain the rents as long is Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a pay 1 appointed represent may take possession and nanage the projet by and collect the rents. Any rents Lender collects shall be applied first to the remaining the projetry including court posts and attorneys feel commissions to rental agents, and any other necessary related expenses. The emissions are marked to rents any other necessary related expenses. The
- 3. reservoids. Condominiums: Planned Unit. Devisiopments. Bornix er agrees to comply with the provisions of any lease if this Deed of Trust is on a lease whole if this Elevation Trust is on a unit in 1 condominium or a pila ned unit development, Borrower will perform all of Borrower's duties under the low-manth by laws or regulations of the conditions in or planned unit development.
- If authority of Lender to Partom for Barroner. Bornover tails to reform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrower's duties under this Deed of Trust, Lender may perform any of Borrowe
- an teris rathers to perform with not preclude Leriter in an exercising an initial other rights under the law or this Deed of Trust
- Any amounts paid by Lemifer to protect Lender's sex unity interest will be secured by this Deed of Trust. Such amounts will be due on demand and will the interest from the date of the payment unit is paid in the interest rate in effect on the secured debt.
- Default and Acceleration. If Borrower fail to riake any payment when due or breaks any covenants under this Deed of Trust or any obligation was sed by this Deed of Trust. Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of the and any other remediate payment and may invoke the power of the and any other remediate payment and may invoke the power of the and any other remediates parmitted by apply able aw
- Provided the recommendation of the power of
- 12 inspection. Le relier may enter the propertino in claed in the decision to the decision to
- 11. Condemnation. Borrower assigns to Lenci rith i proceeds of any 3 vard or claim for damages connected with a condemnation or other taking of all in any part of the property. Such proceeds will be included as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 1.4. Watver, By exercising any remedy available to lender to is not give up any rights to later use any other remedy. By not exercising any with edy upon Borrowier's default. Lender does not well as in right to large consider the event a default if it happens again.
- 13. Joint and Sevir at Liability; Co-eigners; § ucc+ isors and Assign i Bound. All duties under this Deed of Trust are coint and several. Any Borrower who co-signs this feed of Trust but does not to eight the underlying the it instrument(sildes so only to grant and convex that Borrower's interest in the projectly to the Trust are under the terms of this Deck of Trust in add to in, such a Borrower agrees that the Lender and any other Borrower under this Deed of Trust may be stend modify or make any other changes in the firms of this Deed of Trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this Deed of Trust.
- The duties and berieffts of this Deed of Trustish iil birid and benefit the  $\epsilon$  accessors and assigns of Lender and Borrower
- Iti. Notice. Unless otherwise required by law an induce to Borrowe shall be given by delivering it or by mailing it addressed to Borrower at the protection of the address that Borrower has given to Lerific Borrower will mail and notice to Lender at Lender's address on page 1 of this case of the lander switch Lender has dissignated.
- A transition shall be deemed to have been given to Exitrower or Lenderly her given in the mannel stated above
- 1.7 Transfer of this Property or a Seneficial alterial tiln the Borrowial if all or any part of the property or any interest in it is sold or transferred without the property or any interest in it is sold or transferred without the part of the secured debt. Lender may also demand immediate payment if the fluor owner is not a natural person and a beneficial time est in the Borrowie is sold or transferred. However, Lender may not demand payment in the above unusuous if it is gire to bited by lederal law as of tile dil is of this Deed or 1 just.
- 1/1 Release. When Bor these has paid the securer, lebt in full and 41 underlying agreements have been terminated. Lender shall request Trustee to ecclinely the property. Borrower agrees to pay lift on to be cord such it conveyance.
- the substitute Truetee. To see shall resign if the signest of Lender and may resign at its own election. Upon the resignation, incapacity, disability or has not "rustee, winder shall appoint a success" trustee by an inclument recorded in the county in which this Deed of Trust is recorded. The has assort rustee. It all therrupon be vested with all owens of the original Trustee.
- 13. Use of Property. The property subject to this D+ d of Trust is not a mently used for agricultural, timber or grazing purposes.
- In Littorneys' Fers. As used in this Deed of Trust i ind in the Note. It omeys fees' shall include attorneys' fees, if any which shall be awarded by an expellate rount.
- 23. Invertability. And provision or clause of this Desk of Trust or any is reement evidencing the secured debt which conflicts with applicable law will not an interesting the expressity or implify this variations. It any provision or clause in this Deed of Trust or any agreement, the any provision or clause in this Deed of Trust or any agreement, the angle of the secured debt cannot be enforced as a cling to as terms, his fact will not affect the enforceability of the balance of the Deed of Trust and the ingreement evidencing the secured debt.

EXHIB T "A"

LOT 18. BLOCK 1, TRACT NO. 1158, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

STATH OF OREGON COU	TY OF KLAM TH	SS.						
Filed for record at request of						the	27th	dav
ofFab	A.D., 19 <u>95</u> a	_11:31	c clock	A_ I	M., and dul	y recorded in	Vol. M95	0a;
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FEE \$20.00				$\circ$	Bernetha	G. Letsch, C	ounty Clerk	
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