208135

96 JUL -3 AN1:23

After Recording Please Return To:

Vol 196 Page 19815

Klamath First Federal Bavings & Loan 2323 Dahlia St Klamath Falls OR 97601

[Space Above 1h s Line For Recording Data] -

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
19 04 The grantor is Lawrance, L. Georgia, and Angela, F. George, H. &. W.
William L Sisemore ("Trustee"). The beneficiary is
("Born wer"). The trustee is William L Sisemore ("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVILIGS AND LOAN ASSOCIATION which is organized and existing
under the laws of the United States of America, and whose address is
2323 Dahlia 3 L., Klamat 1 Falls, OR 97601 ("Lender"). Borrower owes Lender the principal sun of Thirty Thousand and .no/100
Dollars (U.S. 330000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

The following described real property situate in Klamath County, Oregon:

A parcel of land in the SHANI of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath County, State of Oregon, described as follows:

Beginning at the intersection of the West line of the SWINE; aforesaid and the Southerly right of way line of a Count; Road, said point being 251.62 feet South of the Northwest corner of said SWINE; of Section 7; theree South a distance of 449.9 feet; thence East a distance of 156 feet; thence North a distance of 388.66 feet; thence along said Southerly right of the line North 18°34 West a distance of 167.59 feet to the point of reginning.

Account No: 3809-7A-300

Key No: 428656

"UNDER OREGON LAW, MOST GREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS AT CONCERN GLOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FAMILY DR HOUSEHO DEPURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

which has the address of 6030 U 1rmann Road Klamath Falls

[Stree] [City]

Oregon 97601 ("Property Address");

TOGETHER WITH all the imp ovenents now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, numeral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and a lditions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS: Bileo i frand Lender | Westant and agree as follows: 1. Payment of Principal at 1 It i trest; Prepayr at and Late Charge: Borrower shall promptly pay when due the principal of and interest on the clote idenced by the lote and any prepayment and late charges due under the Note.

2. Funds for Taxes and Instrant: Subject to a plicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payir ents are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and ass sements which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground ren's or the Property of any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. It ese items are or lied "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the depox its or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an inst tution). 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 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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accouning of the Funds showing credits and debits to the Funds and the purpose for which each debit to the l'un 1; was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held ly Lender, toget ier with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly remaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lenden is in at sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the delicien by in one or mot a payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under para graph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges c ue under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourt 1, to interest due; and last, to principal due.

4. Charges; Liens. Borrover a hall pay all taxe, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person (wed payment. I orrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bor ower makes the e payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the ot ligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the li in in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subord nating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Bor rower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the seam "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the instrance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renew ils shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the oblicies and renovals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrover shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair 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 Lenter's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Sect rity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer valihin 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by his Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly pay ments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, 3orrower'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

Instrument immediately prior to the accuisition.

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 lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security 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 and pay for whatever 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 r asonable attorr eys' fees and entering on the Property to make repairs. Although Lender may take action under this p irag; aph 7, Lender d ses not have to do so.

Any amounts disbursed by Lender under this pan graph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall a payable, with interest, upon notice from Lender to Borrower

requesting sayment.

If Lender required mortgage incurance as a contition of making the loan secured by this Security Instrument, Borrower shall pay the premiums requir deto maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Horrower's and I ender's written agreement or applicable law.

8. Inspection. Lender or is az ant may make r asonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of a 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 ary part of the 2 operty, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise a gree 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 paid to Borrower.

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 clamages, Borrower it ils 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 o in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Release I; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sur is 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 commune proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums socured 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 of or preclude the er ercise of 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 benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (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); grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommo lations with regard to the terms of this Security Instrument or the Note without

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

partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment If enactment or expiration of applicable laws has the effect of rendering any provision of the Not: or this Security Instrument unenforceable according to its terms, Lender, at its option, 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 or ercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Exprower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless at plicable law recuires use of another method. The notice shall be directed to the Property Address or any other ad ires: Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stand herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severabil ty. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is c cated. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

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

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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 Borre wer 'ails to pay the a sums prior to the expiration of this period. Lender may invoke any

remedies permitted by this Security Instrument withous further notice or demand on Borrower.

13. Borrower's Right to 3 ein; ate. If Borrow er meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrume at discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinsta ement) before 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 due inder this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenar ts or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but rot limited to, a sonable attorneys' ees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument at d the obligation; secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to rein; ate shall not apply in the case of acceleration under paragraphs 13 or 17.

Non Uniform Convenant: Bo tower and Len 1 further dovenant and agree as follows: but not limited to, reasonable attorneys' for s and costs of title evidence.

(T) Addition to the second

conferred upon Trustee herein and by applicable law.

19. Acceleration; Remedies Le 1 fer shall give n 1 ice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but of prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice hall specify: (a) the c sfault; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is give 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 a sceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further in form Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a left It or any other (it fense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further der nand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

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 property 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 othe pen ons prescribed by applicable law. After the time required by applicable law. Trustee, without demand on Borrower, shall so I the Property at public auction to 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 ε anouncement εt the time and place of any previously scheduled sale. Lender or its

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 (eec: hall be prima face 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 peragraph 19 or abandonment of the Property, Lender (in person, by gent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' it es, and then to il e sums secured by this Security Instrument.

21. Reconveyance. Upon payment (f all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Ins rument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall recenve the Property wi hout warranty to the person or persons legally entitled to it for a fre of not less than \$5.00. Such person (r persons shall pay at y recordation costs.

22. Substitute Trustee. Lender nay 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

23. Use of Property. The Property is not currently use 1 for agricultural, timber or grazing purposes. 24. After neys' Fees. As used in this Security instrument and in the Note, "attorneys' fees" shall include any attorneys' fees av/arded by an 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 agreen ents of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Sceurity Instrument as if the rider(s) were a part of this Security Instrument. [Check

Graduated Payr	ment Rider	Condom Planned	Jit Development Ridor	2-4 Family Rider
Other(s) [specif	y) Hazard Ing	rance Loa	Rider	
and in any rider(s) executed	OW, Borrower acce by Borrower and r	ots and agrees to	o the terms and Covenants conta	ined in this Security Instrumen
	in the state of th			,
				Many (Seal)
er de la companya de			awrence L George	- Borrower
	tion of section is a section of the		Congels & Ses	Ser con
	- (S)	ce Below This Line	or Acknowledgment)	- Borrower
STATE OF OREGON				eli di successi di
STATE OF OREGON. COUNTY OF FLAMATE	***************************************	}ss:		• • • • • • • • • • • • • • • • • • •
TAMATE		J ⁵⁶ .		
The foregoing instrument was	acknowledged l efo ı	me this	28th Day of June, 19	996
by Lawrence L	George and A	igela F Ge	(date)	***************************************
A BINE PROPERTY AND A STATE OF		(person(s) ackn		***************************************
My Con exphirm GALE RAI	MEY 3	種(PPSM)) 動きが開発し		
MY COMMISSION REPRES)		The lines	/
The state of the s	Transport 1			olic (Seal)
his in strument was prepared by	Alamath Fil	st Federal	Savings & Loan Assoc:	iation

HAZARD INSULANCE LOAN RIDEL.

NOTICE: THE SICULITY INSTRUVENT CONTAINS A PROVISION ALLOWING THE LENDER TO PLACE HAZ/RI) INSURANCE (N THE PROPERTY AND ADD THE COST OF THE INSURANCE TO THE LOAN IN LANCE.

WARNING:

Unless you, (the "Bon twan") provide us, (the "Lender") with evidence of insurance coverage as required by our contract or loan agreement, Lender may purchase insurance at Borrower's expense to protect the Lender's interest. This insurance may, but need not, also protect the Forrower's interest. If the collateral becomes damaged, the coverage if a Lender purchased may not pay any claim Borrower makes or any claim made against the Borrower. Home wer may later on seel this coverage by providing evidence that Borrower has obtained property coverage of new here.

The Borrower is responsible for cost of any insurance purchased by Lender. The cost of this insurance may be added to your contract or I can balance. If the cost is added to the contract or loan balance, the interest rate on the underlying contract or coan will apply to this added amount. Effective date of coverage may be the date the Borrower's prior coverage, lapsed or the 1 to the Borrower falled to provide proof of coverage.

The coverage Lender pure bases may be an siderably more expensive than insurance the Borrower can obtain on Borrower's own told to your satisfy and need for property damage coverage or other mandatory liability insurance requirements in posed by applies ble law. By signing this the Borrower agrees to all of the above.

Born Med Angela F George

STATI	STATE OF OREGON: COUNTY OF KLAIV ATH: ss.											
Fled for record at request of July		r of			h County				the 3rd		day	
							o'clock		, and duly recorded in VolM96			
0		of	Mo: Le				3.77	_ on l'age	19815			
		٠					3,913	•	Bernetha G. Letsch,			
FEE	\$30.00			1			B	y` ≥ =	- Jums	Lucary		
					* J#	100						
11.00												
44.00			电阻电弧轴流	1.3				三字 海布罗斯人				