AMTC #38509

'96 JUL 3 A11:40

Vol. m96 page 19826

After recording please Meti in to:

KLAMATH FIRST FEDERAL SILA 2300 MADISON STREET KLAMATH FALLS, OR 97603

[Space Above T is Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument" is made on June 28
19.99 The grantor is LKYIN WAY IE PETERSEN and KAREN A. PETERSEN. Husband and Wife
""" ("Borr) ver"). The trustee is William L. Sisemore
KLAMATH FIRST FEDERAL S. VIN 3S AND LOAN ASSOCIATION ("Trustee"). The beneficiary is
under the laws of the United States of Amarica, and whose address is
2300 Madison Street, Klauath Falls, Oregon 97603 ("Lender").
Borrower owes Lender the principal sum of **Twent' Three Thousand & No/100***********************************
Dollars (U.S. \$ 23,000,00) This debt is suideneed by Rossessian
dated the same date as this Security instrument ("Note") which provides for monthly payments, with the full debt. if not
paid carrier, due and payable on August. 15, 2011
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications, (b) the payment of all off (f sums, with the rest, advanced under paragraph 7 to protect the conview of the
Security list union, (c) tile performance of Borrower's c wenants and agreements under this Cooperty Instrument and a
Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the
paragraph below ("Future Advances"). Ft TURE ADVANCES. Upon request to Borrower, Lender, at Lender's option prior to full reconveyance of the property by Trustee to Borrower may make Future Advances to Borrower. Such Future Advances, with interest thereon, about the conveyance of the property by Trustee to Borrower may make Future Advances to Borrower. Such Future Advances,
with interest thereon, shall be secured by his Deed of Tru t when evidenced by promissory notes stating that said notes are
secured neigby. For this purpose, fairful er irrevocably trants and conveys to Trustee in trust, with newer of releast
following described property located in Kler ath County, Oregon:
A parcel of land in the MI (Et Section 10, Township 39 South, Range 11 East
of the Willamette Meridien, Hamath Courty, Oregon, more particularly described
as follows:
Recipring at a radat was the control of the control
Beginning at a point on the Southerly line of Morine Avenue as shown on the
duly recorded plat of the tornsite of Fast Bonanza, Oregon. (Said townsite
being sometimes called Shook's Addition to Bonanza), said point being 204 feet
East of the intersection of the South line of said Morine Avenue as shown on
the townsite of East Bonanza and being the Northeast corner of that certain
parcel conveyed to Everett Terpening, et ux, by deed recorded July 9, 1965,
Volume 363 at page 115, Deed Records of Clamath County, Oregon; thence South
along the East line of said carcel described in Deed Volume 363 at page 115,
a distance of 173 feet, more or less, to its intersection with the Northerly
boundary line of Beatty-Bonasza Market Road; thence Northeasterly along the
Northerly line of said Bestty Bonanza Market Road to its intersection with the
southerly line of Morine Evelue; thence Vest along the Southerly line of Morine
Avenue to the point of beginning.
Tax Acct #3911-010D0-00700 Key #607668
"UNDER OREGON LAW, MOST AGREE MENTS, PROMISES AND COMMITMENTS MADE BY US AFTER
THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS
WHICH ARE NOT FOR PERSONAL, WILLY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY
THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED
3Y US TO BE ENFORCEABLE."
The state of the s
Oregon 97623 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or presented 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 Instrument as the "Froperty."

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 unencura bered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against a I claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS: Be tros erand Dender e westant and agree as follows:

1. Payment of Principal and In erest; Prepays int and Late Changes. Borrower shall promptly pay when due the principal of and interest on the diot: 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 vritten 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) yearly taxes and as essments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents of the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are a fled "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estir ates of future es frow items.

The Funds shall be held in an inst tution the dep x its or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lind: 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 pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that laterest 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 accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Fund; 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 e ceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly resaid 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 payment in full of all sum; 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 surns secured by this Sacurity 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 the under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under pa agraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower is all 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 pen on c wed payment. I prower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Horre wer makes thes: 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 obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enfor sement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or for feiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender sut ordinating 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. Borrows shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the tem "extended coverage" and any other hazards for which Lender requires insurance. This insurance thall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewe's shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the relicies and renevals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and rer ewa notices. In the event of loss, Borrower 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 other wise agree in valiting, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is a onomically feasible and Lender's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Secu ity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or do answer within 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 t iis Security Ins rument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower other wise agree in whiting, 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 the payments. If under paragraph 19 the Property is acquired by Lender, I orrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the equisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acqui sition.

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 provision; of the lease, an Lif Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agir es to the merger in writing.

7. Protection of Lender's Eight; 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 a ecessary 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: isonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender do so not have to do so.

Any unounts disbursed by Lender under this party raph 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 No e-ra e and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

If Lender required mortgage insu ance as a cond tion of making the loan secured by this Security Instrument, Borrower shall pay the premiums require I to maintain I e insurance in effect until such time as the requirement for the insurance terminates in accordance with 3 prrover's and Linder's written agreement or applicable law.

8. Inspection. Lender or it i agent may make a 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 3 claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Froperty, 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 agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following raction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair a arket 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 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 proc x ds, 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 othe: wise 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.

10. Borrower Not Released; F. bearance By Lender Not a Waive: Extension of the time for payment or modification of amortization of the surrs secured by this Security Instrument granted by Lender to any successor in interest of Eorrower shall not operate to elease the liabil ty 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 secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's st coessors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bou id; Joint and St veral Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and by nefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of all 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) a rees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan ecured 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 pi mitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Bo rower. Lender nay choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

partial prepayment without any pre say 1 ent charge under the Note.

13. Legislation Affecting Len Ler's Rights. f enactment or expiration of applicable laws has the effect of rendering any provision of the Note or 11 is 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 exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17. 14. Notices. Any notice to Bo rower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless are licable law requires use of another method. The notice shall be directed to the Property Address or any other address: Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address status herein or any cther 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; Sevenibility. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall rot affect other provisions of this Security Instrument or the Note which can be given effect without the canflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Transfer of the Property (r 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 beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lenda may, at its option, require immediate payment in full of all sums secured by this Security Instrument. I owever, 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 drift the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period. Lender may invoke any

remedies permitted by this Security In a rument without 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 discontinued a any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before at le 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 ther would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but rat limited to, ra sonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the ien of this Sea rity 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 Instrumer t and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reins a te shall not ap at y in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM CONVENANTS: I tolt ; wer and Lende | ditter govern in table gree as follows: but not limited to, reasonabl: attorneys' fee: and costs of till: evidence.

all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale

Adjustable Rate Rider

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 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 of the receiver shall be applied first to payment

Instrument to Trustee. Trustee shall reconvey the Property vithout warranty to the person or persons legally entitled to it for a fee of not less than \$5.00. Such person or rersons shall pay any recordation costs.

conferred upon Trustee herein and by appl cable law.

23. Use of Property. The Projecty is not currently a sed for agricultural, timber or grazing purposes.

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

25. Riders to this Security Instruction. If one or in me 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)]

Conce minium Rider

19. Acc seration; Remedies, 1. and : shall give note: to Sorrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security in strument (but n) prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice slit if 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 nettice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall furthed inform Borrower of he right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a cu faul or any other de finse of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the netice, Lender at its ont on may require immediate payment in full of all sums secured by his Security Instrument without further dent and and may inve se the power of sale and any other remedies permitted by applicable aw. 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 Froperty to be sold and shall cause such notice to be recorded in each county in which any part of the Prope ty is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other pers ans prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell 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

Trustee shall deliver to the pure rase: Trustee's deed c inveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's cleech shall be prima for ie 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 In trument; and (c) any excess to the person or persons legally entitled

of the costs of management of the Property and collection t f rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attom: ys' ees, and then to the sums secured by this Security Instrument. 21. Reconveyance. Upon pay nent of all sums see ared by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surronder this Security ir strument and all notes evidencing debt secured by this Security

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without convey ince of the Property, he successor trustee shall succeed to all the title, power and duties

2-4 Family Rider

	cuted by Borrower		IRVIN WAYNI:		(Seal)
		Konga Balaya T	Karen	d le le	- Borrower
			Programme State of the programme of the state of the stat		
OUNTY OF	Oregon Klamath	******************	SS: different control of the control	e transfer Hanning Tarkey	
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·	INVIN.WAINE		s) acknowledging)	`) 1
ly Commission expire 12–18–98	NC O	OFFICIAL SEA NAMA L. BO' ARY FUBLIC - OF AMISSION NO. O VEXPIRES DEC.	E 3ON	Notary Public	(Seal)

H ZARD INSUFANCE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT CONTAINS A PROVISION ALLOWING THE LENDER TO PLACE HAZARI) INSURANCE OF THE PROPERTY AND ADD THE COST OF THE INSURANCE TO THE LOAN HALLINGE.

WAINING:

Unless you, (the "Borrower") I rovide us, (the Tender") with evidence of insurance coverage as required by our contract or loan agreement, I ender may put chase insurance at Borrower's expense to protect the Lender's interest. This insurance may, but need not, also protect the Borrower's interest. If the collateral becomes damaged, the coverage the I ender purchased may not pay any claim Borrower makes or any claim made against the Borrower. Borrower may later care all this coverage by providing evidence that Borrower has

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

The coverage Lender purchases may be considerably more expensive than insurance the Borrower can obtain on Borrower's own and may not satisfy any acid for property demage coverage or other mandatory above.

By signing this the Borrower agrees to all of the

STATE OF OREGON: COUNTY OF KLAM ITE | SS.

Filed for record at request of All SMITITE | the 3rd day of Nortgages on Page 19826

FEE \$30.00

Bernetha G. Letsch, County Clerk

By STATE OF OREGON: COUNTY OF KLAM ITE | SS.

Borrovier KAREN A.

PETERSEN