After Recording Please Return To: Klasath First Federal 540 Main Street Klanath Falls, OR 97601

Space Above This Line For Recording Data] -

DEED OF TRUST

	T., 1., 2
THIS DEED OF TRUST ("Security Instrument")	is made on July 2 d Sheilah D. DeBlander
19 96 The grantor is Edward A. I eBlander &t	d Shellan D. Deblander
"Borrey	er"). The trustee is
William L. Sisemore	("Trustee"). The beneficiary is
KLAMATH FIRST FEDERAL SATINGS AND LOAN	er"). The trustee is
J. Akalama of The United Status Of America	G AND WHOSE ELICITIES IS
540 Mode Ctroot Klamath Fulls, Oregot	9/601 (*Lender).
Demander on the principal cum of Thirty file	e thousand and NO/100
Bollower owes Lender the principal tuning Assumation	35,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note") paid earlier, due and payable on	which provides for monthly payments, with the full debt, it not the security Instrument and by the Note, with interest, and all renewals, extensions and
modifications: (b) the payment of all other sums, with int	erest, advanced under paragraph / to protect the security of this
Security Instrument: (c) the performance of Borrower's a	venants and agreements under this Security Instrument and the
Never and (1) the renormant of any future advances with	interest thereon, made to Borrower by Lender pursuant to the
Note; and (d) the repayment of any fact : advances, who	ES. Upon request to Borrower, Lender, at Lender's option prior
paragraph below (Future Advances). Ft 10KB ADVAN	Los Opon request to Dorrower Such Future Advances
to full reconveyance 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 Iri	t when evidenced by promissory notes stating that said notes are
secured hereby. For this purpose, Burrey er irrevocably	rants and conveys to Trustee, in trust, with power of sale, the
following described property located inKlamatil	County, Oregon:

Lot 18, Block 71, [HJ]: NA VISTA | EDITEON to the City of Klamath Falls, according to the official plat there on file in the office of the County Clerk of Klamath County, Oregon Account No: 3309-029BD-14600 Key No: 212497

"UNDER OREGON LAW, MOST AGRI: MENTS, PRO HISES AND COMMUTMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT COMMUNING LOWNS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS DISIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

which has the address of 1855 Lakeview treet Klamath Falls [Street]

Oregon 97601 ("Proper Address");

TOGETHER WITH all the imprevements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mi jeral, oil and gas ru hts and profits, water rights and stock and all fixtures now or hereafter a part of the property. All repla sements and ack itions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Secur ty Ir strument as the 'Property."

BORROWER COVENANTS that Ecrrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the P operty is unenc imbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property agains all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines unifor a covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform ecurity instrument covering real property. tion to sons truce a survey of the property of

20196

UNIFORM COVENANTS: Bortown and Lender col mant and agree as follows:

1. Pryment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the decitevial enced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to app icable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") equal to tone-twelfth of: (a) yearly taxes and issessments which i say attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. The eitems are called "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 deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender 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 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, and innual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid 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 sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 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 due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, o interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provide I in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person over dipayment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bo rower makes these I ayments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrover shall promptly discharge any lien which I as 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 enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or fortiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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 and 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. Borrover shall keep the improvements now existing or hereafter erected on the Property it sured against loss by fire, hazards included within the term "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 it surance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be a treasonably withheld.

All insurance policies and renewals shall be accept; ble to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance currier and Lender. Lender may make proof of loss if not made be promptly by Borrower.

Unless Lender and Borrower other a ise 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 Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does 1 of 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 this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherw se 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 the payments. If under paragraph 19 the Property is acquired by Lender, Bo rower'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 acquisition.

6. Preservation and Maintennice of Property; Lengeholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate of 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 a greet to the merger ir 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 play for whatever is not essary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lencer under this paragraph 7 shall become accitional debt of Borrower secured by this Security Instrument. Unless Borrower and I ender agree to t ther terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

8. Inspection. Lender or its agent may make resonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with εny condemnation or other taking of an / part of the Property, 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 pace to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise againe in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following it action: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair merket value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Bo rower, or if, alter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damage. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and at ply the proceed, 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 of nervise 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; Forb arance By Lerder Not a Waiver. Extension of the time for payment or n odification 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 a ainst any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secun ed by this Security Instrument by reason of any demand made by the original Eorrower 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 exercise of any right or remedy.

11. Successors and Assigns Round; Joint and Seve al Liability; Co-signers. this Security Instrument shall bind and pen: it the successon and assigns of Lender and Borrower, subject to the provisions The covenants and agreements of of paragraph 17. Borrower's covenants and a greements 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) agras that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard o 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 in erest or other loan charges collected or to be collected in connection with the loan exceed the permi ted limits, there (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (t) any sums already collected from Borrower which exceeded permitted limits will be refunded to Berrover. Lender may 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 prepaymen: charge under the Note.

13. Legislation Affecting Lender's Rights. If eractment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, If eractment or expiration of applicable laws has the effect of may require immediate payment in ful of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercis as this option, ander shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrover provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borr wer designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated 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; Severability. 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 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. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a B medicial Interact in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a sene icial interest in Horrower 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 Borre wer notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or nailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrumer t without furthe notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower mee's certain conditions, Borrower shall have the right to have enforcement of this Security Instrument clisco itinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) 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 under it is Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or at reements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limit d to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the liet 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 and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM CONVENANTS. Bot owe and Lender fun her covenant and aprice as follows: 19. Acceleration; Remedies. Lent effet all give notice c Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not a provides otherwise). The notice shall specify: (a) the defail a (b) the action required to cure the default: (c) a date, not less that the security is the security of the action required to cure the default: (c) a date, not less that the security is a covenant or agreement in this security is a covenant or agreement in this security. than 30 days from the date the notice is given to forrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice mr y result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further it form Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense 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 de man land may invole 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, but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election o cause the Property to be sold and shall cause such notice to be recorded in each ccunty in which any part of the Property is located. Lender o Trustee shall give notice of sale in the manner prescribed by ar plicable law to Borrower and to other persons prescribed by a splicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public suction to the highest bidder at the time and place, and under the terms designated in the notice of sale in one of more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public an jouncement at 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 designee may purchase the Property at any sale o implied. The recitals in the Trustee's deed stall be prima facile evidence of the truth of the statements made therein. Trustee shall a pply 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 his Security In: t ument; and (c) any excess to the person or persons legally entitled 20. Lender in Possession. Upon acceleration under peragraph 19 or abandomment of the Property, Lender (in person, by egent or by judicially appointed receiver) shall be entitled to on er upon, take possession of and manage the Property and to collect to it. 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' fires, and then to the sums secured by this Security Instrument. 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surre ide: this Security In trument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it for a fee of not less than \$5.00. Such person or persons shall pay any recordation costs. 22. Substitute Trustee. Lende may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyence of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law. 23. Use of Property. The Property s not currently used 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 25. Riders to this Security In true sent. If one or more riders are executed by Borrower and recorded together with this awarded by an appellate court. 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)] 2-4 Family Rider Concle minium Rider Adjustable Rate Rider Plana d Unit Development Rider Graduated Payment Rider Other(s) [specify] Hazard Insurance Lean Rider BY SIGNING BELOW, Bonow: accepts and across to the terms and Covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded vi hit. Edward A. JeBlander Borrower

Dhilah DBUMIN (Seal) SED. BICKFORD STATE OF _OREGON NOTARY PUBLIC - OREGON COMMISSION NO. 051871 SION DEPRES APR. 15, 2000 COUNTY OF KLAMATH by Edward A. DeBlande: & d Sheilah I. DeBlander My Commission expires: 4-15-81:00 Notary Public

This instrument was prepared by Klamath First Rederal Savings & Loan Assn.

\$30.00

Mulenda

HAZ/ RD INSURAL E LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT CONTAINS A PROVISION ALLOWING THE LIENDER TO PLACE HAZARD INSURANCE ON THE PROPERTY AND ADD THE COST OF THE INSURANCE TO THE LOAN BALANCE.

WARNING:

Unless you, (the "Borrower") preside us, (the "Le ider") with evidence of insurance coverage as required by our contract or loan agreement, Len ler may purely se insurance at Borrower's expense to protect the Lender's interest. This insurance may, I ut need not, a so protect the Borrower's interest. If the collateral becomes damaged, the coverage the Lender purchased may not pay any claim Borrower makes or any claim made against the Borrower. Borrower may later cancel t is coverage by providing evidence that Borrower has obtained property coverage elsewhere.

The Borrower is responsible for a 1st of any insurance purchased by Lender. The cost of this insurance may be added to your contract or loan balance. If the cost is added to the contract or loan balance, the interest rate on the underlying contract or loan will apply to this a ided 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 is ay be considereably more expensive than insurance the Borrower can obtain on Borrower's own and may not satisfy any need for property damage coverage or other mandatory liability insurance requirements imposed by applicable lats. By signing this the Borrower agrees to all of the

STATE OF OREGON: COUNTY OF KLAMATIF: SS. Filed for record at request ofAmarch: the the the 81	
--	--