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KLAMATH PUBLIC EMPLOYEES Inter FEDERAL: CREDIT UNION 00 Isni ene 3737 Shasta Way brocher forbrik Klamath Falls, OR 97803 Phone: (503) 882-5525 black of victore Instance barDet nipsbiologies (202)	abrond Borraw (1901) abject to ency (1907) abject to ency (1907) above (1907)	serie d'avait (teleri vinbrandea (abrandea provincialità i angla degla degla abrandea provincialità i angla degla campa d'angla d'angla d'angla d'angla degla degla degla degla degla degla d'angla d'angla d'angla d'angla d'angla degla	h, man 2) heza (lehista bae hig of al cleth or parase evos en a besai are evos an a besai are
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Anong the financial and the second se	Exero r; Inc.	F REDUCTIONE, SHOULD FURTHER F	(herein "Borrower"), (herein "Trustee"),
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Plan Credit Agreement and Trut all modifications, amendments advances to Borrower under the repaid, and remade from time to Trust. The total outstanding prin thereon at a rate which may var to time under the Credit Agree	h-in-Lending Disclosure Setensions and renew terms of the Credit Agree of time. E orrower and Le cipal balance owing at a y from time to time, and ment) shall not exceed	Le under the terms and conditions of s made by Borrower and dated the se all othereof (herein "Crodit Agreeme ement, which advances will be of a re- inder contemplate a séries of advan ny one time under the Credit Agreem any other charges and collection co <u>stantower seven</u> "Thous and.	me day as this Deed of Trust, and nt"). Lender has agreed to make svolving nature and may be made, ces to be secured by this Deed of ent (not including finance charges sts which may be owing from time six hundred
(\$27,600.00). That sum is as the Credit Limit. The entire in years from the date of this De	debtednoss under the C	9 Maximum Principal Balance and ro redit Agreement, if not sooner paid, is 1 1011 1011 1011 1011	aferred to in the Credit Agreement due and payable 25
(2) The payment of all other sums	advancod in accordan h may vary as describ	ce herewith to protect the security of in the Credit Agreement.	f this Deed of Trust, with finance
(3) The performance of the coven BORROWER irrevocably grants and King and King and K	ants and agreements of conveys to Trustee, in	f Borrower herein contained; trust, with power of sale, the follow	ing described property located in
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world best spectrum (is lo Kiamath	Fails	Oregon, <u>97603</u> (29,000) (29,000) (29,000) (29,000) (29,000)	(herein "Property Address")

招信朝報報

This Property includes Borrower's unit and a "Borrower's rights in the common elements of the condominium project MEH This Property is in a Planned Unit Development known as 12

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Borrower covenants that Borrower is lawfully so sed of the estate hereby conveyed and has the right to grant and convey the Property; and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower and Lender covenant and agree as follows: in to

Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement. under the Credit Agreement, all innance charges and applicable other charges and collection costs as provided in the Credit Agreement. 2. Funds for Taxes and Insurance, Subject to applicable tax) Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and linear of charges are a typicable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one two affit of the yearly taxes and assessments (including condominum and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance/ affas reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender. is an institutional Lender.

If Borrower pays Funds to Lender, 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 said or guaranteed by a Federal or state agency (including Lender in Lender is such an institution), Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or eximps on the Funds. Lender shall give to Borrower, without charge, and applicable to the Funds burger burger burger any interest or eximps on the Funds. Lender shall give to Borrower, without charge, and applicable to be burger bu an annual 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 Deed of Trust.

If the amount of the Funds held by Lencer, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, The sortaxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require a structure of the Broberty is obtained on the Broberty is obtained by Lender shall prove to the additional applications of the Broberty is obtained on the Broberty is obtained on the Broberty is obtained on the Broberty is obtained by Lender and the by Lender, the bine of the Broberty is sold on the Broberty is obtained by Lender and the bine of the Broberty is sold on the Broberty is obtained by Lender and the bine of the Broberty is and 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 Deed of Trust.

credit against the sums secured by this Deed of Irust. (she reads on black and the barrier developments the are the I m3. • Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under the Credit Agreement and paragraphs 1 and 2 hereof shall be r pplied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement, compared at 1 Second 1 Second 1 Second 1 Second 1 Second 1 4. Prior Montgages and Deeds of Trust; Charges; Liens, Borrower shall perform all of Borrower's obligations under any

mortgage, deed of trust or other security agreement, with a lien which has priority over this Deed of Trust, including Borrower's covenants Increase, deed of trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges of impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and oth a charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leaschold payments and oth a charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leaschold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.
5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance pay and under the policy shall provide insurance.

on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property: Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit ... ste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a lasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrover's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall by come additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notics from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any payment dieled. Nothing contained in this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor. **8.** Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. **9.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indeptedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Deed of Trust.

10. Borrower Not Released; Forberrance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of 1 ust granted by Lender to any successor in interest of Borrower shall not operate to release. In any manner, the liability of the original Borrower and Forrower's successors in interest. Lender shall not be required to commence proceedings against such successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend time for payment or bits wise modify amortization of the sums secured to be a successor or reuse to extend the sums secured the sum of the sum o by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance

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by Lender in exercising any right or remedy hereur der, or otherwis stafforded by applicable law, shall not be a waiver of or preclude

the exercise of any such right or remedyevince to be and estimated agriant (a trial with the boltome in the provide and a trial of the second states and a second state of the second states and a second state of the second states and a second state of the second states and a second states and second stat

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in the manner designated herein. 13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "atomeys" fees." Include all sums to the extent not prohibited by applicable law or limited herein. 14. Prior Mortgage or Deed of Trust; Mc dification; Future Advance. Borrower shall not enter into any agreement with the bolder of any mortgage of furst or other security agreement which has priority over this Deed of Trust by which that security agreement

14. Prior Morgage or Deed or Lrust; Mc attration; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept of thrust, or other security agreement which has priority over this Deed of Trust by which that security agreement with the prior written consent of the Lender. Borrower shall neither request nor accept of the security agreement without the prior written consent of Lender. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust is the time of execution or after recordation bereat.

at the time of execution or after recordation hereof.

at the time of execution of anel recordation hereof. 16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower improvement, repair, or other ioan agreement which somewer may enter into with Lender. Lender, at Lender's option; may require Borrower to execute and deliver to Lender, in a form accept ble to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property 17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense 18.

Waiver of bligation secured by this Deed of Trust.
 Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the

 Werger. (nere shall be no merger or in a interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
 Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, prior to any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promotiv after such transfer hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fige. The assumption agreement will not entitle the person signing it to receive advances

21. Transfer of the Property. Subject to applicable law, Londer shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property. If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 bered to accelerate of the notice within which Borrower may next the sume

12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand

on Borrower, invoke any remedies permitted by paragraph 22 hereof. 22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default 22. Detault; remination and Acceleration; remedies, each or the ronowing events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event (3) borrower's action or inaction adversely attacts the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 harcof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is malled to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further in the notice may result to reinstate after acceleration and the right to kning a court extinct to prior to be provided for the sums secured by this Deed of Trust and sale of the property. inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Bcrrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided In this paragraph 22, including, but not limited to, reasonable attorneys' fees.

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 the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law Trustee without demand on Borrower shall call the Property at public auction to the highest as may be required by applicable law, Trustee, without demand on Borrower, shall sall the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order

as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recetals in the Trustee's deed shall be prime facia evidence of the truth of the statements and place the property of the purchaser of the sale in the following order (a) to all reasonable costs and eveness of made therein. Trustee shall apply the proces ds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. 23. Berrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to

Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrover cures all events of default; (c) Borrover pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Bonower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Bonower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such asternational and give by Bonower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such asternational and give by Bonower this Deed of Trust and the obligation convert by both of the sums secured by this Deed of Trust shall continue unimpaired. payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agraament. When Berrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this

Property without wir many to the person or persons legally entitle wer a fee for such reconveyance and require Borrower to pay cos will ender may from time to time remove Trustee and appoint weyance of the Property, the successor trustee shall succeed to it by applicable laws 1 and
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A portion of Tract 24, HOMEDALE, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of Tract 24, HOMEDALE, which is North 66 degrees 33' West, 161.7 feet from the most Southerly corner of said tract; thence North 21 degrees 37' East, 286.5 feet, to a point on the Northeasterly line of said Tract 24; thence South 70 degrees 37' East, along the Northeasterly line of said tract, a distance of 65.51 feet; thence South 21 degrees 37' West, 291.15 feet; more or less, to a point on the Southwesterly line of said Tract 24; thence North 66 degrees 33' West, 65.51 feet to the point of beginning.

CODE 41 MAP 3909-11AD TL 4600

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