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OREGON - DEED OF TRUST (NOT FOR FINAL FILMS, FHA OR VALUSE)

C 1924 Bankara Systams, Inc., St. Cloud, MN (1-600-997-9341) Form RE-DT-OR: 927/34



B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but

All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

PAYMENTS. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

WARRANT! OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants. B. To promptly deliver to Lender any notices that Grantor receives from the holder.

Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

Secured by the lien document without Lender's prior written consent.

CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

or materials to maintain or improve the Property.

DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION: Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of

Lender or Lender's agents may at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property Lender shall give Grantor notice at the time of or before an inspection specifying a Grantor will in no way rely on Lender's inspection.

Grantor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender Grantor shall not create an obligation to perform, and Lender's failure to performance. Lender's right to perform for exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND READS. Grantor interestably grants conveys and calls to Trustee in trust for the

12. ASSIGNMENT OF LEASES AND REM S. Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

in default under the terms of this Security Instrument.

Granton agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing demands that any tenant pay all future Rents directly to Lender, or its agent, notifies Grantor of default and and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and Instrument. Grantor warrants that no default exists under the Leases of any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the coverants, by-laws, or DEFATILE Grantor will be in default if a condominium or planned unit development.

regulations of the condomination or planned unit development.

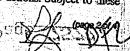
14. DEFAULT. Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these

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limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, acrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Granfor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property; and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or hazardous substance" under any Environmental Law.

 Grantor represents, warrants and agrees that
 - A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately nouty Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase of take any or all of the Property through condemnation, eminent domain, or any other Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in security agreement or other lies document.
- 19. INSURANCE. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- 20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an

evidence of debt. Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument of the secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but Instrument may extend modify or make any change in the terms of this Security Instrument or any evidence of debt duties and benefits of this Security Instrument. The duties and benefits of this Security Instrument. The APPLICARLE LAW-SEVERARILITY INTERPRETATION. This Security Instrument is covered by the laws of

- APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Security Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced agreement related to the Secured Debt that continues with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security
- 25. NOTICE. Unless otherwise required by law, any notice shall be given by delive

| mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in WAIVERS. Except to the extent party is address on page 1 of this Security Instrument, or to any other address designated in WAIVERS. Except to the extent probability of the extent probability of the extent probability. |
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| relating to the Property. |
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| improvement on the Property |
| future and that are or will become fixtures related to the Property. This Security Instrument suffices as a of Article 9 of the Uniform Commercial Code |
| Riders. The covenants and agreements of each of the riders checked below are incorporated incorporated in a supplement and agreements of each of the riders checked below are incorporated incorporated. |
| Condominium Rider Planned Unit Development Rider Additional Terms. The terms of the agreement described in paragraph 4 provide that time to time in accordance with such rate or rates as |

time to time in accordance with such rate or rates as described therein. At the time we release the deed of trust, you will be charged a reconveyance fee Of not less that \$5.00. You shall also pay any recordation cost.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security instrument on the date stated on page 1. Kayna Marie ACKNOWLEDGMENT: Trainer insert STATE OF Oregon (Individual) This instrument was acknowledged before me this13th. ..., COUNTY OFKlamath by Donald Fredrick Larson and Rayna Marie Larson .. day of March, 1997 My commission expires: 12-18-98 (Scal) OFFICIAL SEAL DIANA L. BOYD NOTARY PUBLIC OREGON (Notary Public) explained and the Lend COMMISSION NO. 040151 MY COMMISSION EXPIRES DEC. 18, 1998 JEST FOR RECONVEYANCE (Not to be completed until paid in full) TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Dead of Trust, have been paid in full. You are hereby directed to cancel this Dead of Trust, which is delivered hereby, and to recoavey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. Rivers link homen. Treasse shall madanomao ally other permitted search the Security destaining and appropriated documents, inconstructional breathailes increases are (Authorized Bank Signature)

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MINOR LAND PARTITION No. 7-89

A TRACT OF LAND IN LOT 2, "PLAT OF JUNCTION ACRES", SITUATED IN THE SWISE OF SECTION 6 AND THE NWINE OF SECTION 7, T39S, RICEHM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS POLLOWS.

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF VALE ROAD, FROM WHICH THE E 1/16 CORNER ON THE NORTH LINE OF SAID SECTION 7 BEARS NOVOS'57"E 249.22 FEET; THENCE SOODO 10'47"W, ALONG SAID WESTERLY RIGHT OF WAY LINE, 188.44 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE 589°54'00"W, ALONG SAID SOUTH LINE, 436.01 FEET; THENCE N40°39'30"W 158.90 FEET; THENCE N14°01'33"E 152.02 FEET; THENCE N16°55'00"E 189.09 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N88°51'00"E, ALONG SAID HORTH LINE, 197.69 FEET TO A POINT ON THE CENTERLINE OF THE ENTERPRISE IRRIGATION DISTRICT CANAL; THENCE ALONG SAID CENTERLINE S16°05'54"W 109.27 FEET AND S04°55'05"W 79.00 FEET; THENCE S74°27'33"E 298.57 FEET TO THE POINT OF BEGINNING, CONTAINING 3.70 ACRES AND WITH BEARINGS NASED ON RECORDED SURVEY 10. 4824

PARCEL 2

MINOR CAND PARTITION No. 7-89

A TRACT OF LAND IN LOT 2, "PLAT OF JUNCTION ACRES", SITUATED IN THE SWASE OF SECTION 6 AND THE NUMBER OF SECTION 7, T39S, RICKYM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

EECINNING AT THE SOUTHWEST CORNER OF PARCEL 1, OF SAID LAND PARTITION, FROM WHICH THE E 1/16 CORNER ON THE NORTH LINE OF SAID SECTION BEARS N46°57'28"E 639.56 FEET; THENCE 589°54'00"W 172.27 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE HOO'01'00"W 400.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N88°51'00"E, ALONG THE NORTH LINE OF SAID LOT 2, 460.89) FEET TO THE NORTHWEST CORNER OF SAID LOT 2, 460.89) FEET TO THE NORTHWEST CORNER OF SAID LOT 2, 460.89 FEET TO THE S40°35'30"E 158.90 FEET TO THE POINT OF BEGINNING CONTAINING (4,23 ACRES WITH BEARINGS BASED ON RECORDED SURVEY No. 4824.

HAZARD INSURANCE LOAN RIDER

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

WARNING:

Unless you, (the "Borrower") 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 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 this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

The Borrower is responsible for cost 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 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 need for property damage coverage or other mandatory liability insurance requirements imposed by applicable law. By signing this the Borrower agrees to all of the

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| of _ | ² Mortgages | b'clock P. M., and duly recorded in on Page 7577 | Vol. <u>M97</u> |
| EE \$35.00 | | Bernetha G. Letso | h_County Clerk |