

This is a sample image to requested all the specimens should be follow the address.

RECORDED MAIL TO: 11 AMATE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
1330 NW 15TH STREET
OAKLAND, OR 97603

ACCOUNT NUMBER: 060-34-0658

TAX ACCOUNT NUMBER: 125962

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 14, 1999, by the grantor, WENLING (DEBORA) KEGSSLER AND BETTY C. KUGSSLER, HUSBAND AND WIFE ("Borrower"). The trustee is WILLIAM L. STROMBERG ("Trustee"). The beneficiary is KLAUS FISCHER INDEX, A.I. SAVINGS AND LOAN ASSOCIATION ("Beneficiary"). This instrument is made in accordance with the laws of THE UNITED STATES OF AMERICA, and whose address is 10 MADISON STREET, KLEMANTZ FALLS, OR 97503 ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND AND NO/100 Dollars (US \$ 50,000.00).

This debt is evidenced by Borrower monthly payments with the full debt, if This Security Instrument secures to Lender extensions and modifications of the Note, the security of this Security Instrument and the Note; and (D) the assignment to the plaintiff below ("Future Advances") note dated the same date as this Security Instrument ("Note"), which provides for payment earlier, due and payable on FEBRUARY 1, 2014, (a) the repayment of the debt, defracted by the Note, with interest, and all renewals, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect and (c) the performance of Borrower's covenants and agreements under this Security payment of any future advances, with interest thereon, made to Borrower by Lender Advances".

FUTURE ADVANCES. [Upon request of Trustee or Borrower, may make Future Advances to Trust when evidenced by promissory note or otherwise, and convey to Trust in trust with Lender, at Lender's option prior to full reconveyance of the property by Borrower. Such Future Advances, with interest thereon, shall be secured by a power of sale, the following described property located in

LOT 17 IN BLOCK 1 OF THE CITY OF Klamath
FALLS, ACCORDING TO THE OFFICIAL
COURT CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 811 PONDOS OSA DR. U.S.M.A. FALSE
Oregon 97501 Zip Code ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and property. All replacements and additions shall also be covered by this Security Instrument. Security Instrument is the "Property".
Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and
convey the Property and that the Property
generally the title to the Property again
complies with the requirements of the
Uniform Condominium Act.

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property, variations by jurisdiction to constitute and I end my conveyance and agrees as follows:

UNIFORM COVENANTS. Homesteads.

1. Payment of Principal and interest on the debt evidenced by the Note and any prepayment and the charges due under the Note.
2. Funds for Taxes and Insurance. On the day monthly payments are due yearly taxes and assessments which may affect prior to payment of principal on the Note, the Borrower shall pay to Lender a sum ("Funds") equal to one-twelfth of (a) over this Security in amount as a lien on the Property; (b) yearly leasehold insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly insurance premiums; (f) a sum payable by Borrower to Lender in accordance with the terms of the note and (g) a sum not to exceed the maximum amount a lender for a federally related

OREGON SIGHT Family

in mortgage, or may require, or Lender may demand, from time to time, 2 U.S.C. § 241, if Real Estate Settlement Procedures Act of 1974 is in effect, or, if not, if another law, if any, applies to the Funds, sets a lesser amount, then Lender may, at any time, reduce the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise.

The Funds shall be held in an account by Lender, if Lender is such an institution. Lender may not charge Borrower for Escrow Items, unless Lender pays Bor. However, Lender may require Borrower to pay interest in connection with this loan, requires interest to be paid, Lender shall. Lender may agree in writing, however, annual accounting of the Funds, statement made. The Funds are pledged as security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items to Lender the amount necessary to make payments, at Lender's sole discretion:

Upon payment in full of all sums held by Lender. If, under paragraph 23 Property, shall apply any Funds held by Lender to the Security Instrument.

3. Application of Payments. Unless 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to any other charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property instrument, and to scheduled payments or ground rents, if any. Borrower shall pay these amounts to Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Borrower shall promptly discharge my lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation or defends against enforcement of the liability of the lien; 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 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 or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, including flooding, for which Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower coverage to protect Lender's rights in the

All insurance policies and renewals have the right to hold the policies and premiums and renewal notices. In the event may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is 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 the same is reasonably 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 the same is reasonably feasible and Lender's security is not lessened.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds 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 21 the Property is acquired by Lender, Lender'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 sum secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lien Application; Leaseholds. Borrower shall occupy, establish, and use this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which may allow the Property to deteriorate, or proceeding, whether civil or criminal, is otherwise materially impair the lien created by this Security Instrument, gave materially any material information) in connection with the lien evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the leasehold until Lender agrees in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding in bankruptcy, probate, or for whatever is necessary to protect the vi paying any sums secured by a lien which amers' fees and costs on the Property, Lender may take action under this paragraph 7. Lender does not have to do so.

8. Payment of Funds. If Real Estate Settlement Procedures Act of 1974 is in effect, or, if not, if another law, if any, applies to the Funds, sets a lesser amount, then Lender may, at any time, reduce the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise.

9. Lender's Interest in the Funds. If Lender is such an institution, Lender may not charge Borrower for Escrow Items, unless Lender pays Bor. However, Lender may require Borrower to pay interest in connection with this loan, requires interest to be paid, Lender shall. Lender may agree in writing, however, annual accounting of the Funds, statement made. The Funds are pledged as security for all sums secured by this Security Instrument.

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Upon payment in full of all sums held by Lender. If, under paragraph 23 Property, shall apply any Funds held by Lender to the Security Instrument.

10. Application of Payments. Unless 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to any other charges due under the Note.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge my lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation or defends against enforcement of the liability of the lien; 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 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.

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, including flooding, for which Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower coverage to protect Lender's rights in the

All insurance policies and renewals have the right to hold the policies and premiums and renewal notices. In the event may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is 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 the same is reasonably 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 the same is reasonably feasible and Lender's security is not lessened.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds 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 21 the Property is acquired by Lender, Lender'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 sum secured by this Security Instrument immediately prior to the acquisition.

8. Payment of Funds. If Real Estate Settlement Procedures Act of 1974 is in effect, or, if not, if another law, if any, applies to the Funds, sets a lesser amount, then Lender may, at any time, reduce the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise.

9. Lender's Interest in the Funds. If Lender is such an institution, Lender may not charge Borrower for Escrow Items, unless Lender pays Bor. However, Lender may require Borrower to pay interest in connection with this loan, requires interest to be paid, Lender shall. Lender may agree in writing, however, annual accounting of the Funds, statement made. The Funds are pledged as security for all sums secured by this Security Instrument.

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17. Lender exercises his option. Lender has 30 days from the date the notice is delivered to him to make payment prior to the expiration of his period. Lender may invoke any remedies permitted by law.

18. Borrower's Right to Reinstate. If of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may permit) pursuant to any power of sale contained in this Security instrument; or (b) prior to the expiration of his period. Those conditions are that: (a) pay all sums which then become due under this Security instrument, including, but not limited to, reasonable attorney's fees and (b) cure any default of any other obligations incurred in enforcing this Security instrument, including, but not limited to, action to foreclose this Security instrument, including, but not limited to, action to assume that the lien of this Security instrument and the obligations secured hereby shall remain valid. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Instrument. may be sold one or more times without notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the new Loan Servicer and the address to required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property, that is in violation of any Environmental Law. Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and maintenance of the Property.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private entity involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with environmental law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by law, including gasoline, kerosene, other flammable or toxic petroleum products, toxic materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mean health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not later 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 notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration if the non-existence of a default or any other defense of Borrower to acceleration or before the date specified in the notice. Lender, at its option, may accelerate this Security instrument without further demand and may invoke remedies by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, upon occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located; Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time and 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 of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender shall deliver to the purchaser trustee's deed conveying the Property without any covenant or warranty, trustee's deed shall be prima facie evidence of the truth of the statements made in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security instrument and all notes evidencing debt secured by this Security instrument to Trustee. Trustee shall reconvey the Property with a warranty for a fee of not less than \$5.00 to the person or persons legally entitled to it. Such person or persons shall pay all recording costs.

23. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee of the Property, the successor trustee shall succeed to all the title, power and duties of the predecessor trustee.

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 instrument. Security instrument, the covenants and agreements, the covenants and agreements of this Security instrument.

[Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 balloon Rider
 VA Rider

"UNDER OREGON LAW, MOST AGREEMENTS ARE NOT FOR PERSONAL, FAMILY, OR BUSINESS PURPOSES OR SECURED SOLELY BY THE CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

all five Business days prior to the acceleration. The notice shall provide a portion of or no less than 30 days from the date the notice is delivered to Borrower, during which Borrower must pay all sums secured by this Security instrument and his period. Lender may invoke any remedies permitted by law.

19. Sale of Note; Change of Loan Instrument. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the new Loan Servicer and the address to required by applicable law. The notice will state the name and address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property, that is in violation of any Environmental Law. Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and maintenance of the Property.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not later 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 notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration if the non-existence of a default or any other defense of Borrower to acceleration or before the date specified in the notice. Lender, at its option, may accelerate this Security instrument without further demand and may invoke remedies by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Reconveyance. Upon payment of all sums secured by this Security instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security instrument and all notes evidencing debt secured by this Security instrument to Trustee. Trustee shall reconvey the Property with a warranty for a fee of not less than \$5.00 to the person or persons legally entitled to it. Such person or persons shall pay all recording costs.

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[Check applicable box(es)]

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) [Specify]

4 Family Rider
 Divided Payment Rider
 Second Home Rider

"PROMISE AND COMMITMENT IS MADE BY US AFTER DUE NOTICE AND CAREFUL CONSIDERATION WHICH CONCERNING LOANS AND OTHER CREDIT EXTENSION WHICH ARE MADE IN THE NAME OF THE BORROWER'S HOUSEHOLD MEMBERS OR SECURED SOLELY BY THE CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

BY SIGNING BELOW, I or
any other(s) executed by Borrower and
Witnesses:

accepts and agrees to the terms and covenants contained in this Security Instrument and in
recording with it.

Wendling Stephen Kessler
(Seal)
WENDLING STEPHEN KESSLER
BORROWER

Betty C. Kessler
(Seal)
BETTY C. KESSLER
BORROWER

(Seal)
BORROWER

STATE OF OREGON, Klamath
On the 14th day of January

County of:

personally appeared the above named
and acknowledged

Wendling Stephen Kessler and Betty C. Kessler
the foregoing instrument to be their
voluntary and true deed.

Before me:

Wendling Stephen Kessler
Notary Public for Oregon

STATE OF OREGON, COUNTY OF KLAMATH

Filed for record at request of Wendling Stephen Kessler, the 20th day
of January, A.D. 1999, at 10:50 o'clock A.M., and duly recorded in Vol. 1801
of Deeds, at Page 1801.

Linda Smith, County Clerk

FEES \$10.00