evidenced by the Note.

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

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ALC: TRY

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness denced by the Note. -2. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under

2. Prior morgages and Deeds of Irust; Unarges; Liens. Borrower shall perform all of Dorrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Decality of the security agreement with a lien which has priority over this Deed of Trust, including any mortgage, deed of trust of other security agreement with a nen which has priority over this Deed of Trust, including Borrower's covenants to make payments when due Borrower's hall pay of cause to be paid all taxes, assessments and other other the security agreement with a nen which the security over this Deed of Trust, including a security agreement with a nen which the security over the security over the security agreement with a nen which has priority over this Deed of Trust, including a security agreement with a nen which a security of the security

Dorrower s covenants to make payments when due: Dorrower shall pay or cause to be paid all taxes, assessments and other of charges, fines and impositions attributable to the Property which may attain a priority over this deed of Trust, and leasehold of a payments or ground referse and the referse of the property which may attain a priority over this deed of Trust, and leasehold of a superior deed of the property which may attain a priority over this deed of the property of the property which may attain a priority over this deed of the property of the p ments or ground rents; if any be the marked of the total of total Balanst Toss by fire, hazards included within the term "extended coverage," and such other hazards as lender may require and in the term "extended coverage," and such other hazards as lender may require and in the term of term against loss by me, marging methods as Lender may required nr L In such amounts and for such periods as Lender may require in the such amounts and for such periods as Lender may require in the insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall include a standard mort page clause in favor of and in a form accentable to Lender I ender shall be in a form acceptable such approval shall not be unreasonably withness. All insurance policies and renewals thereof shall be in a form acceptable to Lender. Lender shall have the religion and renewals thereof subject to the terms of any mortgage deed of trust or other security agreement.

to Lender and snall include a standard mortgage clause in invor 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 spectral and in a form acceptable to Lender. Lender shall have the with a lien which has priority over this Deed of Trust spectral and in a form acceptable to Lender. Lender shall have the with a lien which has priority over this Deed of Trust spectral and form of the security agreement. In the event of loss Rorrower shall give prompt potice to the insurance corrier and Londor Londor more made proof of the security agreement. n a nen wnich nas priority over unis Deed of Hust. In the event of loss, Borrowershall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss of made promotiv by Borrower In the event of 1055, borrower, shangive prompt nouse to the insurance on the analysis in the event of 1055, borrower, shand if not made promptly by Borrower, shand (the borrower, or if Borrower fails to respond to the within 30 days from the date notice is mailed by I ender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to

If the property is abaliaoned by Dorrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to control of the property or to the sume named by Lender to Dorrower that the Justice carrier oners to settle a claim for insurance generits, 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 A. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower 4. Preservation and maintenance of Property; Leasenolds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provision of the Property and the back of shall keep the Property in good repair and shall not commit waste 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 leasehold. If this Deed of Trust is on a white in a substant of the provision of the property and the device of the provision of the property and the device of the provision of the provision of the property and the device of the provision of the property and the device of the provision of the provision of the property and the device of the provision of the provision of the property and the device of the provision o

snau comply with the provisions of any lease if this Deed of Trust is on a leasenoid. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or a planned unit development, the bulleting and regulations of the

condominium or a planned unit development, Borrower snall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the 300minium or planned unit development, and constituent documents. 5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of a security is commanded which materially affects I and also interact in the Droparty than I and an at

5. Frotection of Lenger'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 I ander's option. Upon notice to Rorrower may make such appearances, discurse such sums including reasonable atternays' Trust, or ii any action or proceeding is commenced which materially affects Lender's interest in the rioperty, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' Lenger's option, upon notice to borrower, may make such appearances, dispurse such sums, including reasonable attorneys fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of matters the board of the the Dood of Thirst Dood of Thirs tees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in and the secure to maintain such insurance in considered with Borrower's and London's written making the ioan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written eement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall become itigaal indebtedness of Repression control by this Doed of Twist Unless Repression and Lender arms to other terms of

Any amounts disbursed by Lender pursuant to this paragraph o, with interest thereon, at the Note rate, shall be additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of normal target to be an additional to provide the Borrower requesting purposed thereof. Nothing additional indeptedness of borrower secured by this Deed of Irust. Unless borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing payment, such amounts shall be payable upon notice from Lenger to borrower requesting payment contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. 6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided olinspection. 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.

rest in the Property. 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

condemnation of other taking of the Property of part thereof, of for conveyance in lieu of condemnation, are hereby assigned and shall be paid to I ender subject to the terms of any mortgage deedor trust or other taking of the terms of any mortgage deedor trust or other taking of the terms of any mortgage deedor trust or other taking of the terms of any mortgage deedor trust or other taking of the terms of terms of terms of terms of the terms of terms of the terms of the terms of term condemnation or other taking of the Property of part thereof, of for conveyance in neu of condemnation, are nereby assigned and shall be paid to Lender, 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 (and of the security agreement with a lien which Priority over this Deed of Trust. 8. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of the trust of Portugation of the time for payment of the time 8. Borrower not Heleased; rorbearance by Lender Not a waiver. Extension of the time for payment or modification of a mortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not a subscript of the sums secured by the sum secured amortization of the sums secured by this Deed of Trust 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 Borrower's successors in interest Lender shall not be additional to addition provide state stranger of the original Borrower and Borrower's successors in interest Lender shall

operate to release, in any manner, the hability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amount of the bolt the Dood of Trust by manner of only demand models to be refused to extend time for payment or otherwise modify

not be required to commence proceedings against, such successor or refuse to extend time for payment or otherwise modify aniobtization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interact. Any forbearance by Londer in avariation on trick of remode borrower and amortization of the sums secured by this beed of trust by reason of any demand made by the original borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise Borrower's successors in interest. Any iorbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder, or otherwise 9. Successors and Assigns Bound, Joint and Soveral Liability! Co-Signers The covenants and akreements herein contained shall kind, and the right's borounder shall inner to the memoritor successors and residence of Londor and Borrower Sourcessors and Assigns bound; Joint and Several Liabing; Co-signers, The covenants and agreements herein contained shall bind, and the rights hereunder shall intro to the respective successors and assigns of Londer and Borrower while to the new birdt of the ne subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who as signs this Dood of Their best down in the Mathematical is an interview this Dood of Their to be to mark and

subject to the provisions of paragraph is hereof. All covenants and agreements in borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and any the Demonstration of the De Borrower who co-signs this Deed of Trust, but does not execute the word 14/18 co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Mitter of the terms of this Power and the terms of this Power and the terms of the Revenue to avoid the terms of the Revenue terms of the Revenu terms of the Revenue terms of terms of terms of the Rev convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally hable of the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify for how or public any other accommodations with remark to the terms of this Deed of Trust, (b) is not personally hable of modify for how or public any other accommodations with remark to the terms of this Deed of Trust, (b) is not personally hable of the Note of the Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify for how of the terms of the terms of the Deed of Trustee of the Note of the Deed of Trustee of the Note of the terms of the terms of the terms of terms o the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbenr, or make any other accommodations with regard to the terms of this Deed of Trust or the Note; without that modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note; without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that borrower's interest in the Department. Perty. ¹0. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower ¹10. Notice: Except for any notice to Borrower ¹10. Notice

provided for in this Deed of Thust shall be given by delivering it or by mailing such notice by certified mail addressed to provided for initials Deed of frust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to lender as provided herein, and a built of the state shall be given by contined mail to tondar's address stated herein or to such other address as Borrower at the Property Address or at such other address as Dorrower may designate by notice to lender as provided nerein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as I watte defined to the former to be been address as porrower may designate by notice to lender as provided nerein, I watte defined to the former to be been address as porrower may designate by notice to lender as provided nerein, and (b) any notice to Lender snall be given by certified mail to Lender's address stated herein or to such other address as Lender may design a feb for the Borrower or Lender when given in the manner designated herein.

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11. 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfillial of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable 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.

14. Transfer of the Property. Borrower shall not sell or transfer all or any part of the Property or an interest therein, or offer to do so, without Lender's written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase.

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

1. **15.** Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 inform 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 breach 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 perwitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable costs and expenses incurred in pursuing the re

If Lender invokes the power of sale. Lender shall execute on cause Thustee 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 is more 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 self 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 at public announcement at the time and place of any previously scheduled sale. Lender or Lender's designer 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,

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds 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.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, 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 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 Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender, and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust; (c) Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust and Equation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower's colligation to pay the sums secured hereby shall remain in full force and effect as if no acceleration in direct and the obligation secured hereby shall remain in

17. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security bereander, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 15 hercof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All 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' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

10. Roconveyance: Upon premiers of all some second by this Duel of Tenst. Lender shall request fracted to reconverture property and shall surrough this Deed of Trust and all pates evidencing and shall surrough the Deed of Trust to Large evidencing and shall surrough the Deed of Trust to Large evidencing and shall surrough the Property without warry to to the property and shall receive a property and shall be converted at the Property and the period of the property and shall be converted at the Property and the period of the statement of the period of th

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18. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to

the Property and shall surrender this Deed of Trust and all notes evidencing indeotedness secured by this Deed of Trust of Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation and reconveyance, if any reconveyance if any from time to time remove Trustee and appoint a 19. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove the successor trustee shall approximate to now Trustee appointed because with applicable law. 19. Substitute irustee. In accordance with applicable raw, rementing non-sine of the Property, the successor trustee shall successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall be appointed hereunder.

successor trustee to any irustee appointen nereunder. Without conveyance of the Froperty, the successor trustee shan successor trustee to any irustee appointen nereunder. Without conveyance of the Froperty, the successor trustee shan successor trustee to any irustee appointen nereunder. Without conveyance of the Froperty is not convey and the intervention of the irustee herein and by applicable law, obtaining the intervention of the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee shan and the irustee herein and by applicable law, obtaining the irustee herein and by applicable law, obtainirustee herein and by applicable law, obtaini 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys fees" shall include attorneys' fees, if any,

shich shall be awarded by an appellate court. Sail ways for Life to copyer and corony represented for one one 1 margensetsty segme 16 Londer in rente kills Property provided that Bernwar-fadi, 2560 m recela atom under 1. margensetsty segme 16 Londer in recela atom under segme provided that Bernwar-fadi, 2560 m recela atom under

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IN WITNESS WHEREOF, Borrower has executed this Deed of Trust, a Doord of This? If (3) [3], DATA by a Torong of a second of the s The second state of the se

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the foregoing instrument to be $\frac{1 \text{he} \text{Lr}}{1 \text{J} \text{J}}$ voluntary act and deed, a zero contract of the part of the metric of t

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 setured by this Deed of Trust; have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, withou warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto, at the other owning sug intere we popole.

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WILLIAM P. THORNTON Second and the second s KLAMATH FALLS OREGON 97601

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