Loan #04-12805 MTC #14863-P

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	After Recording return to: Klamath First Federal	
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	Klamath Falls in Oregon is 97601	120
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	DEED OF TRUST 19.85. The grantor is Tom E. Frownfelder, Jr., and Carolog	
	19.85 The grantor is Tom E. Freuent ") is mad	
	so "insband and wife Friend Stringer") is made on April	
	Klamani - ("Borner Jr. and Carola 30	
	CALL FIRST FEDERA	····.,
	under the laws of The United States of America and whose address is	•••••
	Borrower ower Lading Falls, Oregon of America ("Trustee"). The benefician	••••
	Klamath Falls. Oregon 97.601 Borrower owes Lender the principal sum of Fifty Eight Thousand Four Hundred and existing dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if no secures to Lender: (a) the repayment of the debt evidenced by the Note	y 15
	dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if no security Instrument (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and Security Instrument (c) the performance of Borrower's covenants and	ng
1 등 문 불	paid earlier, due and payable on <u>May</u> 5, 2015. Note: Note: Note: Note: Note: Note: Note: Security Instrument ("Note"), which provides for monthly payments, with the full debt, if no modifications; (b) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and described property located in <u>Paparent</u> of Borrower's and converses and converses and converses and converses and converses of the security for the securi	····· ••)_
	secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and described property located in	•••
	niodifications; (b) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and c) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security Instrument described property located in	te
	the Note. For this security instruments and (c) the performance with interest and wi)t
	described property logist, some ritrevents of Borrower's coverante under paragraph 7 to -	it .
	PARCET Stated in King States and conveys to Tage and agreements under this security of this	ы :
	Tuniet I and the second s	l
	security Instrument; and (c) the performance of Borrower's covenants and agreements under paragraph 7 to protect the security Instrument the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of security Instrument and described property located in	
	South, Range on situated in the sound of the	
	Alamath State of the Will Of Section	
	A parcel of land situated in the NW4 of Section 3, Township 40 South, Range 9 East of the Willamette Meridian, in the County of follows: Commencing at the Northwest corner of	
	Commencing at the Northwest corner of said Section 3; thence North feet; thence leaving said section line South 00 Section 3, 342 02 Old Midland said point in on the section 3; thence North	
	Commencing at the Northwest corner of said Section 3; thence North feet; thence leaving said section line of said Section 3; thence North feet to a 5/8 inch iron pin on the South 00°50'02" East 30.00 description; thence North 89°54'58" Form of beginning for	
	(1999年まで)からうごうを通信はなわたい。)ないこでであるとし、ひつんについていたが、からのたちにものできたが、ないないない。 やい	
	Teet; thence leaving the Northerly line of said Section 3; thence North feet to a 5/8 inch iron pin on the South 00 ^{50'02"} East 30.00 Old Midland said point being the Southerly right of way line of way line 237.66 feet to a 5/8 inch is a south of the south of the south right of way line South a 5/8 inch is a south of the south	
	leet to a 5/8 inch iron pin on the South 00 50'02" East 30.00 Old Midland said point being the point of beginning for this way line 237.66 feet to a 5/8 inch iron pin; thence North 89°54'58" East along the said right of iron pin on the South 00°05'02" East 401.64 feet 10°50	
	description said point print on the southerin 00 50 02" Fact 342.02	
	description; thence North Bing the point of beginning for this way line 237.66 feet to a 5/8 inch iron pin; thence leaving said iron pin on the Northerly right of way line of thence North 73 38'02" West along said Northerly right of the KID C-4 Lateral.	
영상 신상 문	fight of way is feet to a 5/94 58" East along for this	
	1, The pin on the solution 000051000 If on pine is the said right	
	Linence North 730 southerly right East 401.64 Factor leaving soil	
	inght of way line South 00 05'02" East along the said right of iron pin on the Northerly right of way line of the KID C-4 Lateral; 247.80 feet to a 5/8 inch iron pin; thence leaving said way line North 00 05'02" West along said Northerly right of way line PARCEL 2 A parcel of land situated in the NW4 of Series	1. S.
	and Ine North 000 inch iron bis said Northerly C-4 Linch	
素相對和	PARCEL 2 A parcel of land situated in the NW4 of Section 3, Township 40 South, State of Oregon, being more particularly described as of Klamath	
	Part - Clade And	
	State of the will in the NW's of c	
	Diegon, Deing Meridia	
8	Commencing at the Northwest corner of said Section 3, Township 40 South, 89 54'58" East along the North line of said Section 3; thence North continued as follows: CONTINUED) SEE ATTACHED PAGE has the address of	
	here along the state of the sta	
which H	has the section line South Said Section thence North	
n an	The address of 2820 Old PAGE PAGE 500 05 02 Page 579.68 feet	
Oregon	97603 Midland Boad vi	
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appurten	In a the address of	3.1
hereafter	a part of the	
10/CPOInc	P VUCIV A D V V V V V OD TA	
Bo	OP points security Instrument and additions shall also be and stock and all easements, rights	
and conve	IOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, nances, rents, royalties; mineral, oil and gas rights and profits, water rights and stock and all easements, rights, g is referred to in this Security Instrument as the "Property." ORROWER COVENANTS that Borrower is lawfully seised of the estate hereit.	
	letend and util the Pro-	(1
1000 (1000) 1111 (100 11)	is concratily the title to the Property on cumbered, except for	
limited vari	Stareferred to in this Security Instruments and additions shall also be covered by this Security Instruments, rights, owner rights and stock and all fixtures now or owner of the property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants that is Security Instrument coverants for national use and non-uniform and stock and st	
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1 (b	where of national use and non-units of record.	
OREGON	Single Family Energy States and the state in the estate hereby conveyed and has the right to grant to see the property against all claims and demands, subject to any encumbrances of record. Borrower warrants that the states of the property against all claims and demands, subject to any encumbrances of record.	
	[20] RIE《Family》中最大学的主义,他们在这些人们的主义,在这些人们是是一个问题,我们是是这些人的问题,我们就是不是一个人们的问题,我们是一个人们的,	CONTRACTOR OF STREET,

OREGON Single Family FNMA/FHLMC UNIFORM INSTRUMENT ants with

OBECOM UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS BOTTOWER and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due accipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the More **1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when d the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Subject to applicable law or to a written waiver by Lender. Borrower shall prove shall be and the source of the so Incipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay der on the day monthly navments are due under the Note until the Note is paid in full a sum ("Funds") equal to to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold navments or pround rents on the Property if any (c) yearly hazard insurance premiume: and (d) yearly

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. I current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or gency (including I ender if I ender is such an institution). I ender shall apply the Funds to pay the escrow items

The runds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a ideral or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. I ender may not charge for holding and antilving the Funds analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I ender nave Rorrower interest on the Funds and applicable law permits I ender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or venifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and I ender may agree in writing that interest shall be paid on the Funde Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Rorrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender burpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

shall give to Borrower, without charge, 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 Security Instrument curity Instrument. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to a dates of the economitems, shall exceed the amount required to hav the economitems when due, the excess shall be

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Rorrower's ontion, either promotiv renaid to Rorrower or credited to Rorrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by I ender is not sufficient to pay the escrow items when due. Borrower shall pay to I ender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by I ender. nt necessary to make up the deticiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and held by Fender If under paragraph 10 the Property is sold or acquired by Lender. Lender shall apply no later Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of annlication as a credit against the sums secured by this Security Instrument

application as a credit against the sums secured by this Security Instrument.

ation as a credit against the sums secured by this Security Instrument. **3.** Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under ranks 1 and 2 shall be applied: first, to late charges due under the Note: second, to prenavment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; to principal due third, to amounts payable under paragraph 2; tourth, to interest due; and last, to principal due. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the tw which may attain priority over this Security Instrument and leasehold payments or ground rents if any. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall nov these obligations in the manner provided in paragraph 2 or if not paid in that manner. Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall nav them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be naid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Tecceipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by. or defends against enforcement of the lien in: legal proceedings which in the Lender's opinion operate to

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property or (c) secures from the holder of the lien an latth the lien by, or detends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of prevent the entorcement of the lien or fortesture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. I ender may give Borrower a

agreement saustactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days giving of notice. 5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property d against loss by fire hazards included within the term "extended coverage" and any other hazards for which Lender 5. Hazaro Insurance. Borrower shall keep the improvements now existing or hereatter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The

insured against loss by hre, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Rorrower subject to Lender's approval which shall not be requires insurance. I his insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be interactionably withheld. Sonaoly withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. If I ender requires Rorrower shall promotive give to I ender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of naid premiums and renewal policies. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower and Lender. Lender 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 Property damaged if the restoration or repair is economically feasible and I ender's security is not lessened. If the Unless Lenger 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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

of the Property damaged, it the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sume secures naid to Borrower. If restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then I ender may collect the insurance proceeds. I ender may use the proceeds to renair or restore

Borrower abandons the Froperty, or does not answer within 50 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to have sume secured by this Security Instrument, whether or not then due. The 30-day period will begin onered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. ment immediately prior to the acquisition. 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially a the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease and if Borrower acquires fee title to the Property the leasehold and change the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless I ender agrees to the merger in writing fee title shall not merge unless Lender agrees to the merger in writing. Protection of Lender's Rights in the Property; Mortgage Insurance.
 The protection of Lender's Rights in the Property in the size a legal participation of the size a legal participation 7. Protection of Lender's Rights in the Property; Mortgage Insurance. It Borrower fauls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. I ender's rights in the Property (such as a proceeding in bankruntey, probate, for condemnation or to enforce laws or

Covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then I ender may do and nay for whatever is necessary to protect the value of the Property and I ender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security If Borrower fails to perform the

regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this rights Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so Lender may take action under this paragraph 7, Lender does not have to do so: ender may take action under this paragraph 7, Lender does not have to do so. Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting navment.

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(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may childration to now the sume secured by this Security Instrument, Lender's rights in the Property and Borrower's provide the sume secured by this Security Instrument shall continue unchanged. Upon reinstatement by obligation to pay, the sums secured by this Security instrument, Lenger Singuis in the rivery and borrower so

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 30 days from the data the notice is delivered or mailed within which Borrower notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which Borrower notice and the notice is delivered or mailed within which be acceleration. of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. If borrower meets certain conditions, borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this conditions are that Borrower. Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural without Tonder's minimum distances in the action for the sum of the antipart of the sum person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the ivore Note are declared to be severable 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17 Transfer of the Bronarty of a Boroficial Interact in Borrower. If all or any part of the Property of any

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law such conflict shell not effect other provisions of this Security Instrument or the Note Note conflicts with applicable law, such conflict shall not affect other provision or clause of this Security Instrument or the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Droperty Address or any other address Borrower designates by notice to Uender. Any notice to Uender shall be directed to the maining it by first class main unless appricable law requires use of another include. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to I and all address stated herein of any other address I and a designates by notice to Reprover Any notice. Property Address or any other address borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice by notice to Borrower. Any notice by notice to Borrower any other address Lender designates by notice to Borrower. Any notice by notice to Borrower any other address Lender designates by notice to Borrower. Any notice by notice to Borrower any other address Lender designates by notice to Borrower. Any notice by notice to Borrower any other address Lender designates by notice to Borrower. Any notice by notice to Borrower any other address Lender designates by notice to Borrower. Any notice by notice to Borrower as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to be address by a second to have been given to Borrower or Lender when given as provided to have been given to be address by a second to have been given to be address by a second to have been given to be address by a second to have been given to be address by a second to have been given to be address by a second to have been given to be address by a second to be address by a se nrst class man to Lender s address stated nerein or any other address Lender designates by notice to borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Legislation Anecting Lenner's Rights. If enactment or expiration of application laws has the encut of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies If enactment or expiration of applicable laws has the effect of permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan and that law is finally interpreted so that the interest or other loan sharper collected or to be collected in 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum ioan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount is and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the second time to be a second to be permitted limit.

this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Rorrower's interact in the Droperty under the terms of this Security Instrument (b) is not received to not The covenants and agreements of that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sume secured by this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify forbart or make any accommodations with record to the terms of this Security Instrument or the Note without modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

sums secured by this Security instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or nodification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower chall not operate to release the liability of the opining! Borrower of Borrower's successors in interest interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for damages, borrower fails to respond to Lender within 50 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security unless Borrower and Unider otherwise acres in writing the sume coursed by this Security Instrument shall be reduced by unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceede multiplied by the following fractions (a) the total security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any belance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security ment whether or not then due with any average naid to Borrower. In the event of a partial taking of the Property.

o. Inspection. Lenger or its agent may make reasonable entries upon and inspections of the rate of shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 2. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

I CIF Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

Sec. 190

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OCCUTE

NON-UNIFORM COVENANTS BORTOWER and Lender further covenant and agree as follows: 6423 19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 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 less 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 and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

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 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 required by applicable law, Trustee, without demand 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 Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by

21. 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 without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Moury da (Seal) E. Frownfelder, Jr Tom Carolee delder Trous(Seal)

and splitting straight with Carolee Frownfelder Reput for the second [Space Below, This Line. For Acknowledgment]

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STATE OF

COUNTY OF Klamath

Commission expires: 6/16/88

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(person(s) acknowledging)

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This instrument was prepared by ... Klamath . First . Federal

The foregoing instrument was acknowledged before me this. April 30, 1985

by ... Tom. E. Frownfelder, Jr. and Carolee Frownfelder

1,110,1

Continuation of Tom Frownfelder, Jr. Trust Deed

6424

a 5/8 inch iron pin on the Southerly right of way line of Old Midland Road, said point being the point of beginning for this description thence North 89°54'58" East along said right of way description thence North 89 54'58" East along said right of way line, 201.92 feet to a 5/8 inch iron pin; thence leaving said right of way line South 00 05'02" East 461.27 feet to a 5/8 inch iron pin on theNortherly right of way line of the KID C-4 Lateral; thence North 73 38'02" West along said right of way line 210.53 feet to a 5/8 inch iron pin; thence leaving said right of way feet to a 5/8 inch iron pin; thence leaving said right of way line North 00 05'02" West 401.64 feet to the point of beginning.

> STATE OF OREGON,) County of Klamath)

Filed for record at request of

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