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20906 WHEN RECORDED RETURN TO: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 540 MAIN STREET KLAMATH FALLS, OREGON 97601 L# 04-12748 geligtige Herry (1971). I gwelige watterner Mary fer finder pastrege dere syntex services of a service services Anna 1979 an oliver and a service service and a service services of a service service services of a service serv าย ก็อย่างของหนึ่ง และอุณีทรงหนึ่งสุดท่าง 1998 ก็หนึ่ง มหุมหมาย การกระบบต่อมัง (2015) สุดครุญภ (A second se (1) The second s Second s Second sec second sec 1.17 DEED OF TRUST ÷.

	THIS DEED OF TRUST ("Security Instrument") is made on December 14 19.8.4 The grantor is Richard T. LUTTRELL and Zona Jean LUTTRELL
ñ	("Demonstrate to
i.	William Sisemore ("Trustee"). The trustee is ("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION , which is organized and existing
E	KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
	under the laws of the United States
EN LE 49	
يبا	Borrower owes Lender the principal sum of
	dated the same date as this Same Line Line (U.S. \$40,.00000). This debt is evidenced by Borrower's note
X	dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable onDecember. 25. 2014. This Security Instrument
	secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
<u>kr</u> .	modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
	Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
HON	Ine Note. For this purpose. Horrower irrevocably grants and conveys to Trustee in trust with nonver of cole the following
	described property located in
33	started active taken and the second
▲ A	portion of Lot 5, in Block 4 of TRACT NO. 1002, LA WANDA HILLS, in the County
	of Klamath, State of Oregon, EXCERTINGXLE MANDA HILLS, In the County as follows:
	as follows:
	Beginning at a 5/8 inch iron pin marking the most Southern corner
	OI said Lot 5; thence North 00001 20" East along the West line of
	said Lot 5, 423.70 feet to a 5 inch iron pin: thence South 69022133"
	East, 325.42 feet to a ½ inch iron pin on a point on curve of the
	Northerly right of way line of Gearhart Street from which the radius
	Northerly right of way line of Gearhart Street from which the radius point of said curve bears North 68°19'09" West, 248,85 feet, thence
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. 19年間には4時月1日かける

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Security instrument. Onless porrower and Lenger 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 induce from Lender to Borrower

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regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's arguing in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security In the reperty. Lender's actions may menue paying any sums secured by a new which has priority over this security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although T and a may take action wider this parameters 7. T and a down of how to down Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Any amounts dispursed by Lender under this paragraph / shall become additional debt of borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disking and the Note and Well While the date of an interest from Lender to Borrower

7. Protection of Lender's Rights in the Property; Mortgage Insurance. A protection of Lenguer's Rights in the Property; Wortgage insurance. If Dollower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect I and are rights in the Droperty (such as a proceeding in bankruptor probate for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulatione) then I ender may do and not for whatever is necessary to protect the value of the Departy and I ender's eichte regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially the Bronestic ellow the Bronestic to deteriorate of commit mosts. If this Security Instrument is on a leasehold o, Frescivation and intamiculance of Froperty; Leasenous, Donower shall not desire, damage of substantiany 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 losse and if Domovies convirt for site to the Property the lossehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

from damage to 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.

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 10 the Property is acquired by Londer Porceyer's right to any insurance policies and proceeds resulting postpone the use date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments, it under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from domagn to the Property prior to the acquiritien shell pass to I and as to the extent of the sums secured by this Security

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the of the riperty damaged, it die restoration of repair is economically reasion and Lender's security is not resourced in the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be analised to the sume security by this Security Instrument whether or pot then due with any every poid to Borrower If 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 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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mongage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all requires the final promptly give to Lender. In the event of loss Borrower shall give prompt police to the insurance 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. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

insured against loss of the nazards included within the term extended coverage and any other nazards 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 Borrower subject to Lender's approval which shall not be

agrees in writing to the payment of the congation secured by the neu 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 forfaiture of any part of the Property of (a) secures from the holder of the lien an faith the hen by, or defends against enforcement of the hen 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 arrayment satisfactory to I and a subordinating the lien to this Security Instrument. If I and a determines that any part of agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Droperty is invitible to all any attain priority over this Security Instrument. I ander more size Borrows a agreement sansiactory to Lenuer subortinating the nen to this security instrument. If Lenuer 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 notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

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 percent outdoe not be percented as the percent of the percent Borrower shall pay these obligations in the manner provided in paragraph 2, or it 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 paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 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 for the lien by or defende against an foregraph of the lien in local proceedings which in the Londor's opinion against to the lien in local proceedings which in the Londor's opinion against to the lien in local proceedings which in the Londor's opinion against to the lien in local proceedings which in the Londor's opinion against to the lien in local proceedings which in the Londor's opinion against the lien in the lien in local proceedings which in the Londor's opinion against the lien in local proceedings which is the Londor's opinion openion.

3. Appucation or rayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to principal due Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the twisch may attain priority over this Security Instrument and leasehold payments or ground rents if any •. Charges, Liens. Dollower shall pay all taxes, assessments, charges, lines and impositions attributation to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Reprover shall now these obligations in the manner provided in paragraph 2 or if not paid in that manner. Reprover shall

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 any runus new by Lenger. If under paragraph 19 the Property is sold or acquired by Lenger, Lenger 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 application as a credit against the sume secured by this Security Instrument 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under annual 1 and 2 shall be applied first to late charges due under the Note: second to prepayment charges due under the

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the at borrower's option, entirer promptly repaid to borrower or creaties to borrower on montainy payments of runus. 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 processory to make up the deficiency in one or more normanic as required by Lender. amount or the 1 thus here of Lender 15 hot summer to pay the estroy here when and how and amount necessary to make up the deficiency 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

snall give to borrower, without charge, an annual accounting of the runds showing credits and dedits to the runds 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 Institution. 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 Decovering action, either promotive specified to Decover an entitle payments of Funds. If the

the runus shall or near in an institution the deposits or accounts or which are insured or guaranteed by a rederation state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Torder may not choose for holding and opplying the Funds conducted the account or varifying the account items unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I ender nove Rorrower interest on the Funds and applicable low parmits I ender to make such a charge. Rorrower and Lender may not charge for notioning and applying the Funds, analyzing the account of verifying the exclose items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and I under man arrest in purities that interest shall be raid on the Funde. Unless an appreciate it made on applicable law Lender pays borrower interest on the runos and applicable law permits Lender to make such a charge. Dorrower 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 Borrower any interest or earnings on the Funds. Lender shall give to Borrower without charge on annual accounting of the Funde showing credits and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the number for which each debit to the Funde was made. The Funde are pledged as additional security for the sums secured by

one-twenth of: (a) yearly taxes and assessments which may attain priority over this becurity instrument; (b) yearly leasehold payments or 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or fundation of the state of the

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 lesshold nauments or ground rank on the Departy if any (c) userly haved insurance premiume, and (d) userly

OBECOM - 2010 - 18482 20907 1. Payment of Principal and Interest; Prepayment and agree as romows: the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Action of the dati monthly neuments are diverged in the Note until the Note is paid in full a sum ("Funde") equal to

If 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.

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This instrument was prepared by SLAPATH FIRST FEDERAL SAVINCS AND LO.M

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower. make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 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 to the 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 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 modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. 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. The covenants and agreements of 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 Borrower's interest in the Property under the terms of 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17. mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph. 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 shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable.

> 17. 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 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. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 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 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 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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.

18441 20909

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows: 18484 20909

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 the notice shall encoder (a) the default. (b) the action required to cure the unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a data not loss than 30 days from the data the notice is given to Borrower, by which the default must be cured. 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 sure the default are a before the date the notice is given to Borrower, by which the default must be cured; actaunt, (v) a unity, not ness than so mays from the unit which the notice is given to porrower, by which the default must be current, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums commad by this Someity Instrument and call of the Departy. The notice shall further inform Rorrower of the right to 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 defence of Reprover to acceleration and cale. If the default is not sured on or before the date specified in the potion. I order defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender of its antion may require immediate normant in full of all sums secured by this Security Instrument without further 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 sele and any other remodice parmitted by applicable law. Tonder shall be articled to at its option may require immediate payment in tun of an sums secured by tuns security instrument without inter-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 purching the remedies provided in this paragraph 10 including but not limited to

contained and may invoke the power of sale and any other rememes permitted by applicable naw. Lenger shall be emitted 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

If Lenger invokes the power of sale, Lenger shall execute or cause i rustee 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. Forder on Trustee shall give notice of sole in the occurrence of an event of default and of Lenger'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 percents prescribed by applicable law. After the time recorded in each county in which any part of the property is located. Lender or prusited 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 call the Droperty at public suction to the biological states and the second states and the biological states are the biological states and the second states are shall call the Droperty at public states to the biological states are shall call the Droperty at public states to the biological states are shall call the Droperty at public states are the biological states are shall call the Droperty at public states are the biological states are shall call the Droperty at public states are shall call the Droperty at public states are the biological states are shall call the Droperty at public states are shall call t manner preservoes by applicable law to borrower and to other persons preservoes by applicable law. Anter the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidden of the time and place and under the terms designated in the retire of sele in 200 or more parallela and in the retire of required by applicable law, I rustee, without demand on Borrower, shall sell the Property at public auction to the nignest 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 postness sale of all or any perceived of the Broperty by public appointment at the time and

biouer at the time and place and under the terms designated in the notice of sale in one of 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 providually scheduled actor Tonder on its designed more purchase the Property at any sale place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Truston shall deliver to the supplement Truston's dead conversing the Deports without one of 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 cole in the following order (a) to all expresses of the cale including, but not

expressed of implied. And receases in the Arustee's need shall be prima factor 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 recease the Trustee's and ottomore's face (b) to all sume control by this Constitut Instruments and (c) and ottomore's face (b) to all sume control by this Constitut Instruments and (c) and ottomore in the sale of the sal 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

Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver chall be applied first to payment of the spate of management of the Property and collection of rents including but not 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 farst promiting on receiver's honds and researable attorneys' farst and then to the sume converted by

shall be applied list to payment of the costs of management of the rioperty and concernon of tents, including, out not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Contribut Instrument 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to

21. Reconveyance. Opon payment of an sums secured by this Security Instrument, Lender Shan request Fluster to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee shall reconvey the Property without the reconvey the Property without the Property without the Property and shall surrender to the person of persons. Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons leading and the state of the person or persons and the state of the person or persons and the state of the person or persons and the state of the person of persons and the person of pe 22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any appoint description without approximate of the Property the concerned to all the title 24. Substitute trustee. Lender may from time to time remove trustee and appoint a successor trustee to any Trustee appointed hereinder. Without conveyance of the Property, the successor trustee shall succeed to all the title, nower 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.

(person(s) acknowledging)

and;

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(a) was a part of this Security. supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security

Graduated Payment Rider Other(s) [specify]

Condominium Rider Planned Unit Development Rider

2-4 Family Rider

Instrument and in any rider(s) executed by Borrower and recorded with it.

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By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security . Jul .(Seal) hlan strell ona Jean Luttrell Space Below This An e For Acknowledgment] OREGON South and the stand from the stand of the st KLAMATH

(date)

This instrument was prepared by. KLAMATH. FIRST. FEDERAL. SAVINGS. AND. LOAN. ASSOCIATION

My Commission expires: 4/24/85

STATE OF

COUNTY OF

1) (A by

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