An Law Information Toste ElleteritoEn) Chinese Lossi Elleterite(EllECIS) Entre Chinometric) AVIA LUGADALOLD) CHIALI CANA REDFIELD LYLE E. REDFIELD 4771 FRIEDA AVENUE KLAMATH FALLS, OR:97603

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This DEED OF TRUST ("Security Instrument") is made an EPEDDite		
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The grantor is LYLE E. REDFIELD, who took title as LYLE E. REDFIELD, JR. RUTH E. REDFIELD ("Bor HARRY M. HANNA")	, 19	86
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HARRY M. HANNA OLI SUITAL BILLE, GR. ("Bor The Benj. Franklin Federal Savings and Loan Association "Compared for the United States of t	rower"). The	trustee is
laws of the United Factorial Savings and Loan Association	ee"). The bene	eficiary is

The Benj. Franklin Federal Savings and Loan Association, a Corporation, which is organized and existing under the laws of the United States of America, and whose address is 501 S.E. Hawthorne Boulevard, Portland, Oregon 97214 ("Lender"). Borrower owes Lender the principal sum of MENTY FIVE THOUSAND TWO HUNDRED AND 00/100 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 on security MARCH 1, 2001 to the Note, with interest, and all renewals, extensions and security of the debt evidenced by the Note, with interest, and all renewals, extensions and 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 the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following the Note: For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the purpose property located in the property

Londer shall have the right to hold the policies and renewals. If Londer requires, Borriss, 1 and the renewals All unon ance polities and renewals shall be acceptuble to Lender and shall include a start of the success to a mineasorial (y with hudde insurance carrier providing the insurance shall be chosen by Burtower subject to Lection and the insurance and

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notice identifying the fear Beatower shell satisfy the flem of take backpronue of the structures set of the second state of the second set of the second the Property de sufficient to a little which may lateral priority tever this Security Instruments, which are a little and a little and an instrument of the secure of the gereement satisfieters: to Londer subordinating the lieb to this Security Instrument. If Londer determs a consist the Demonst endingeness a time which must strain to issue on the consister instrument. provent the entirecontent of the heat or forfesture of any part of the Property of (c) scentes from the lattice destination of the entire transmission of tr Einh the hep by varietends against enforcement of the fight in legal proceedings which in the varian against the outprovident of the fight on freedoment of an area of the Broadening and a second agrees in writting to the payment of the obligation secured by the field in a maniper adoptioble to 1 contraction for the field in a maniper of the new by the field of the fi

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

appurtenances frents, 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 INCOLO:

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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal 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 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 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

basis of current data and reasonable estimates of future escrow items and reasonable estimates of future escrow items The Funds shall be held in an institution the deposits of accounts of which are main OREGON-Single Family-FNMA/FHLMC Uniform Instrument

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The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a tederal or states may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. 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 baid. Lender shall not be required to pay. Borrower any interest or earnings on the Funds. Lender 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 and the shall give to horrower, without charge, an annual accounting of the runds snowing creats and debits 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 Instrument, cumbal and purposes: accounting of the Funds are pledged as additional security for the sums secured by 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 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 Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

the Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly related to believe 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 portation as a creat against the same accured by this occurry instrument.

paragraphs l'and 2 shall be applied. first, to amounts payable under paragraph 2; second, to interest; and last, to principal. 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 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 added to be to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts 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 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 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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter 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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

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 paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may makepproof of loss if not made promptly by Borrower of KF VIVLE 21VLE Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is 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 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 have been applied to be proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums secured by this Security Instrument, whether or not their due. The 30-day period will begin when the notice is given if (c) the performance of Borrower's covenants and agreements under this s. broque Unless: Lender, and Borrowenotherwise agree in writing, any application of proceeds to principal shall not extend or mound unless: Lender and Borrowenotherwise 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. I and 2 or change the amount of the payments. If rom 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. See Solo '00' the sums secured by this Security change the Property, allow the Property to deteriorate or commit waste. If this Security This restricted is and proceeds resulting Borrower shall comply with the provisions of the lease; and if Borrower acquires fee tille to the Property, the leasehold and HVSU7, MProtection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

HVBUA, WProtection of Lender's Rights in the Property; Mortgage Insurance, covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Experiences and an entry in the property (such as a proceeding cinchankruptey, 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 lieft which has priority over this Security Instrument appearing in court paying reasonable attorneys' fees and entering on the Property to make repairs. Although In the Property. Lender's actions may include paying any sums secured by a new which has priority over this occurry. 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, Eender locs not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 disbuisement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

201 2 If Lunder required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrowgrshall 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. VID () VID (

VID (YWWWERDEITERED of its agent may make reasonable entries upon and inspections of the property. Lender shall also prove matter a state of 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

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in the fine Property is abandoned by Borrower or it after notice by kender to Borrower that the condemnor offers to (i) (if the provention of the sums secured by this Security Instrument control of the time for payment of section of the sums secured by the modification of amount of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the processor in the provention of the sums secured by the security instrument or protection of the sums secured by the security instrument or protection of the sums secured by the security instrument or protection.

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 Bofrower of 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 Boftower or Bortower's Successors in interests 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 of make any decommodiations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent. In more than the providence of the set of 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect 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 permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

participant 17. 14. Notices DAny 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 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 Lettermant that herein or any other address Lender designates by notice to Borrower. Any notice to be address of any other 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

in this paragraph. 1910 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 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 Note are declared to be severable.

16. Borrower's Copy.¹¹ Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 17. Fransfer of the property or a beneficial interest in Borrower. If all of any part of the Property of any interest in it is sold of 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, consent, consecured or 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 of the order of the the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument of the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument of the product found to the transferred of this period. Lender may invoke any

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.

104 - 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; (o) pays all expenses incurred in enforcing this Security. Instrument, including, but not limited to, reasonable attorneys; lees; 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.

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

19: Acceleration; Remedies, Render 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 probefore 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 being a court action to assert the, non-existence of a default or any other defense of Burrower to acceleration and sale of 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 und 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 ito, reasonable attorbows fees and costs of tipe evidence, roperty is located. Lender or it range where at subore the $\mathbb{H}^{n} \cap C \subset C$

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The Research of the state of the further 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 manners 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 to the person or persons legally entitled to it, so the provider of Net de la s

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 this Security Instrument.

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. course of posto 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)]

Graduated Payment Rider

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By SIGNING BELOW, 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. in which for the fourth of the statement which the december of these provides in the statements of the statement

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L-340 Rev. 10/85 Page 4 of 4 White: File (PUPOFD) Canary: Loan File (PUPOD) Pink: Customer (RC)