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Loan #09-13185

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After recording please return to:

Klamath First Federal P. O. Box 5270 Klamath Falls, Oregon 97601

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Aspen #30370

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instance	
19 The grantor is Randal A. Machado	ent") is made onOctober and Suzette K. Machado, husband and wife prower"). The trustee isWilliam L. Sisemore
(div)	and Suzette K. Machado, husband and wife
KI AMATH FIDOT	and Suzette K. Machado, husband and wife prower"). The trustee is William L. Sisemore
under the laws of the United Strings AND LC	AN ASSOCIATION ("Trustee"). The beneficiary is
	region 97603
Principal Sull Of Offer Hu	indred Thousand and a charming ("Lender")
paid earlier, due and payable onOctober secures to Lender: (a) the repayment of the debt evid modifications: (b) the	e"), which provides for monthly payments, with the full debt, if not 10, 2016 Enced by the Note with the
the Note. For this purpose, Borrower irrevocable and	enced by the Note, with interest, and all renewals, extensions and interest, advanced under paragraph 7 to protect the security of this wer's covenants and agreements under this Security Instrument and and conveys to Trustee, in trust, with power of sale, the following lamath County, Oregon:
described property located in K	is and conveys to Trustee, in trust, with power of sale the follow
	County Oragen
Lot 16, Tract 1173, being a subdivision in the County of Klamath, State of Ore	
in the County of viewing a subdivisio	on of Lot 1, Block 10 Typurusen
10.0 Constant and the second state of the s	
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이 이번에 가장 이는 이번에 방송을 했다. 그는 것 같은 것 같은 것을 가지 않는 것 같아. 가지 않는 것 같아?	우리는 사람이 물을 다 있는 것을 물러들을 수 있는 것이 가지 않는 것이 가지 않는 것이 가지 않는 것이 좋아. 것을 가지?
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See attached Adjustable Rate Loan Rider made a part herein.

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This document is being rerecorded to correct date of document

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which has the address of ..... 1311. Wild. Plum. Court

a an an a share the state and speak by the print work.

Oregon 97601 [Street]	Klamath Falls
[Zip Code] ("Property Address"):	[City]
(Lip Code)	and the second

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

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.

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OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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Hammed Handerstein Bergen

## 自由的推动

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

UNIFORM COVENANTS. Borrower and Lenger covenant and agree as ionows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due interest of the state of the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Finds 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

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 basis of current data and reasonable estimates of future accrowitems." 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 guaranteed

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. 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 Lender may agree in writing that interact shall be maid on the Funds. Unless in account of make such a charge. Borrower and Lender pays borrower interest on the runos 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 Lender may agree in writing that interest shan or paid on the runus. Othess 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 that aims to Borrower without shares of convel accounting of the Europe chadits and debits to the Europe and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the shan give to borrower, without charge, an annual accounting of the runos showing circuits and deons to the runos and the purpose for which each debit to the Funds was made. 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 menthly payments of Funds payable prior to It the amount of the runds held by Lender, together with the future menting payments of runds 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 aither promotive repaid to Borrower or aredited to Borrower on monthly payments of Funde 16 the

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

an borrower s option, entire promptry repaid to borrower or creatien to borrower on monthly payments or 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 of the runds held by Lender is not sumcient 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 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 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under under the Note second to enable the second second to the secon

3. Application of Payments. 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; because the principal due

Note; 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 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 not the person owed payment. 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 personal. If Derrower makes there payments directly. 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 Sevidencing 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 defend, against enforcement of the lien in teach proceedings which in the Londer's opinion operate to agrees in writing to the payment of the obligation secured by the neutrin 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 the lien and the lien of the lien of the lien and the 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 I ender subordinating the lien to this Security Instrument. If I ender determines that any part of 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. If Lender many size Reasons of agreement saustactory to Lender subordinating the nen to this security instrument. It 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 paties identifying the lien Determine shell esting the lien estates are set for the estimate for the 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.

An insurance poncies and renewals shan be acceptable to Lender and shan 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 requires of noid promiting and renewals notices. In the quest of lass, Borrower shall give prompt potice 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

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not restoration. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restorated to the second but this Security Technical whether or set they due with only second reid to Personal Ic 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 Droperty or to pay sume secured by this Security Instrument, whether or pat then due. The 30-day period will begin

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin he nonce 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 navments referred to in paragraphs 1 and 2 or change the amount of the payments. If

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments. A under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demonstry the Property prior to the acquisition shall press to I order to the extent of the sums secured by this Security 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially the Departy of deteriorate or commit mosts. If this Security Instrument is on a lassehold.

o. Freservation and intraminentance of Froperty; Leasenoids. Dorrower shall not desiroy, damage or substantiany change the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Portower shall comply with the provisions of the lease and if Portower convirts for title to the Property the leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 7. Protection of Lender's Rights in the Property; Mortgage Insurance,

7. Frotection of Lenger's Rights in the Froperty; Mortgage Insurance. If Dorrower tails 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 Droperty (such as a proposition in bank surface, probate for condemnation or to onforce have or 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 Lender's rights in the Property (such as a proceeding in construptly, propare, for condemnation of to entorice naws of regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Dromasty. Londer's notions may include paying any sume secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the reperty 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 Instrument appearing in court, paying researchile atternauel for and entering on the Property to make repairs. Although

In the Property, Lender's actions may include paying any sums secured by a nen-which has priority over this security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I and a most take notion under this paragraph 7. I and a down not have to do so Instrument, appearing in court, paying reasonable attorneys tees and entering on the a toporty to these repeated to the ender 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 usoursed by Lender under this paragraph / shall become additional dect of bottower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Mart and abolt he payable with interest when notice from Landau to Research the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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