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Vol. Mg Page

o reug 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. Deuteman 2011 the principal of and interest on the debi evidenced by the Note and any prepayment and late charges and order to cone 1. Payment of Principal and Interest; Propayment and Late Charges. Berrowen shall proop in the debi evidenced by the Note and any prepayment and late charges and order to cone OKEGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT For a cone Form 3039-12/83

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.

Guiget 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 foregoing is referred to in this Security Instrument as the "Property." Die of splitching between on the security

which has the address of 1159 Buck Island Drive Klamath Falls. binbose (or a pice sub copie to be gauge was mac(street plands are bledged as additional scottish of Cay) Oregon (in fortion of 9760 bin coards to an une property Maddress?) and showing couples and some connect mat, bins a writing that interest shall be baid on the Eands (bless an assessment) in the state of the st

emount necessary to make up the deficiency in one or more payments as required by bender. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payment of fundation amount of the Funds held by Leader is not sufficient to pay the escrew itens when due, Borrower shall pay the ander to reader to pay the escrew itens when due, Borrower shall pay the ander to reader to pay the escrew itens. the due dates of the escrew items, shall exceed the amount required to pay the escrew news when due, on exceed the amount required to pay the escrew news when due, on exceed the amount required to pay the escrew news . If the amount of the Funds held by Lender, together with the future monthly payments of Funds parameters of e

application as a credit against the sums secured by this Security Instrument. than immediately prior to the sale of the Property or 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 nequired by Lender, Lender shall and such the Upon peyment in full of all sums secured by this Security Instrument, Lender shall promptly return to Secure to

3. Application of Payments. Unless applicable law provides otherwise, all payments received in Lander even paragraphs 1 and 2 shall be applied, first, to late charges due under the Note, second, to popayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due for the second states of the seco

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and importance unburbance that A. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and importance utributable to the Property which may attain priority over this Security instrument, and leasthold payments or ground traves, it are horrower shall pay these obligations in the manner, provided in paragraph 2, or if not paid in their particular terrawer shall pay them on time directly to the person owed payment. Borrower shall promptly farms in the Lender at actives of an unset I Count N 'Vefeck'' RTemety' Connt N*ConeBoothess payments directly. Borrower shall promptly trained to the region of the person of the formation of the person of the paragraph.

ito: Borroweruce Such Future Advances, with interest thereon, shall be secured by ithis Deed of Trust when evidenced by promissory notes stating that said notes are insecured hereby. It is not such and attain biolith over the Sconich Instanting that said notes are ascensed satisfactory to render apportionant the lien to the Sconich Instantian (Fourther and the Potter at bickent the enforcement of the lien of the lien to the sconic here the used of the scone of the used of the bickent of the enforcement of the lien of the scone of the biological scone is an interest of the scone of th Compte Clerk R Reach Contra Co

*(d) The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below. ("Euture Advances"). EUTURE, ADVANCES, ... pUpon, request of Bonrower, schender, ... at Lender's option prior to full; reconveyances of the Property sound to Borrower; may make Future Advances

THIS DEED OF TRUST ("Security Instrument") is made on "1 March 12" 19:187. The grantor is Eric F. Bondshu and Cathleen M. Bondshu, busband and wife ("Borrower"). The trustee is William L. Sisemore ("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the United States of America and whose address is 540 Main Street Klamath Falls, Oregon 97601 Borrower and Londer the principal sum of Seventy-Two Thousand" and No/100******

change the Property, allow me Property to deteriorate or commit waste. If this Security from a process is a first or the provisions of the lease, and it Borrower shall comply with the provisions of the lease, and it Borrower facilities for fully open, for the shall not merge unless Lender agrees to the pretoding the transfer data. 6. Preservation and Maintenance of DEED a OL in LEAD at Child and descripted and descripted and the second se Instrument in successful prior to the acquisition

I ender's rights in the Property (such as a proceeding in benkruptey, proberts, dreed proceeding (the matter and a statistic in the interval of the Property (such as a proceeding in benkruptey, proberts, for condemnation of the condemnation of 7. Protection of Lender's Rights in the Property; Martgage Insurance. If Berrower tails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may again carrie affect

requesting payment. Security Instrument. Unless Berrower and Lender agree to other terms of payment, these amounts shall occurrence from the date of disbursen effects the second to be been a second to be be

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OBECOM - SUBIC LAWRA-ENWYLEHTME OMILOHN INSISTNENI OBECOM 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 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. The Funds shall be held in an institution the deposits of 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 federal or 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 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 Borrower any interest or earnings on 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 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:

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 of the runds held by Lender is not sufficient to pay the escrow helds when due, borrower shan 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 opon payment in tun or an sums secured by tins security instrument, Lender shall promptly return to borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

any runus new oy Lender. If under paragraph 13 the property is sold of 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 application 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

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 amounts payable under paragraph 2; fourth, to interact due and lost, to principal due Paragraphs 1 and 2 shall be applied: http://to late charges due under the Note; second, to prepayment charges due under the 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 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 by tower shan pay these conganons in the manner provided in paragraph 2, or it not paid in that manner, porrower shan 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 there provide the directly Borrower shall promptly furnish to Lender all notices of amounts pay ment on time uncerty to the person owen payment. Borrower shall promptly farmish to Lenger an nonces of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

s evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 faith the lien of the lien and for the lien and the li and the net oy, or detends against emorement of the net in, regar 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. I ender may give Borrower a agreement satisfactory to Lenger supportuniating the new to this Security Instrument. If Lenger 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 settleful the lient of the lien ine a toperty is subject to a new which may attain priority over this Security instrument, Lenger 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

to in notice. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 5. Hazard insurance. Borrower shall keep the improvements now existing or nereatter 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 corrier providing the insurance shall be chosen by Horrower subject to Lender's approval which shall not be of the giving of notice.

requires insurance. This 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 poincies and renewais snall be acceptable to Lender and snall 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 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 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 applied to the sums secure of this security instrument, whether of not then due, with any eaces pair to portower a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has borrower abandons the Property, or does not answer within 50 days a house 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 whether restore in the proceeds to repair or restore and the proceeds to repair of the proceed security instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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 is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting 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 hange the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and hange the Property, allow the property to deteriorate and if Borrower acquires for title to the Property the leasehold and Instrument immediately prior to the acquisition.

Change the Floperty, and the Floperty to deteriorate of commit waste. It this security instrument is on a reasenoid, 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 Lender agrees to the merger in writing. /. Frotection of Lenger's rights in the Froperty; Mortgage insurance. If borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

Covenants and agreements contained in tims 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 Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights is the Property. I ender a string provide provide provide accurate here lies which her priority over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security In the rioperty, Lenger's actions may menue 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

Instrument, appearing in court, paying reasonable attorneys 1000 and entering on the Froperty to make repairs reasonable 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 disoursed by Lender under this paragraph / shall become auditional deot 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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 Borrowers (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrowers 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, Lender's rights in the Property and Borrower's 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.

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. 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

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. 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 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 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 secured by this Security Instrument.

in this paragraph. **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 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.

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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

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 anenforceable 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 aph 17 contrast states and behinded of all states scenter is the general just decides between by delivering it or by 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges 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 loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in eccessary to reduce the charge to the permitted limit, 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.

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

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 payments or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in modification of amortization of the sums secured by this security instrument granter by Lender to any successors in interest, interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Interest of borrower shall not operate to release the nationary of the original borrower 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 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.

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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

assigned and shall be paid to Lender. So the Property, the proceeds shall be applied to the sums secured by this Security 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

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium's 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. Insurance terminates in accordance with Borrower's and Lender's written agreement of applicable raw.
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.

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

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; OCCALL 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, reasonable attorneys' fees and costs of title evidence.

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and attorneys rees and costs of file evidence. 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 to the person or persons legally entitled to it.

person or persons legally entitled to it. Lender in paragraph 19 or abandonment of the Property, Lender (in 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, y march to perform him appropriate for the promute justi-

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, to acce but

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 and and and 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)] means and (c) stream that (condensities and (c) stream that (condensities and condensities and condensi 2-4 Family Rider er go ga

Graduated Payment Rider of basal by J. Rouser, covenant and participate and successors and assists of the Section Other(s). [specify] plug and participate and cover and assists of Successors and Assigns Bound; Juint and Served Limbility; Co-a) 2.51

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 recorder with r. I contex apart not per reduced to compresse the fraction of the second structure and recorder with re-monest of featomer shall not object to recease the fraction of the second structure and recorder with re-

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(SEAL) Notary Public

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STATE OF OREGON: COUNTY OF KLAMATH: SS.

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of <u>March</u>	A.D., 19873:	40	the <u>3rd</u> day
	ofMortgag	o crochivi., and	duly recorded in VolM87
FEE \$21.00		Evelyn Biehn,	Sounty Clerk Initto
			tion smith).