Mail All Tax Information To:

OREGIDN-Single Family-FAMA/ ALAC Uniform restructant

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DAVID K. HINES LORI A. HINES

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and, OLEON 77214 GUE OF GEPTHEREINE STORE FOR RECORDER'S USE

Portland, Oregon 97214

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("Borrower"). The trustee is

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## MOUNTAIN TITLE CO. OF KLAMATH COUNTY TITLE NO. 18272-K Distribution of the function of the particular and the particular and

The granter is the DAVID W. HTTP: ("Security Instrument") is made on August 28 The grantor is DAVID (K. HINES and LORI A. HINES, HUSBAND AND WIFE

une Brautor is a cherrer of a lander a state of a first of the Firsperist Atomic at the second secon ("Trustee"). The beneficiary 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 raws of the Office States of America, and whose address is Jor O.E. Hawhome Boutevard, Fordand, Oregon 2224 ("Lender"). Borrower owes Lender the principal sum of FORTY FIVE THOUSAND SIX HUNDRED AND NO/100 ("Lender"). Borrower owes Lender the principal sum of FORTY FIVE THOUSAND SIX HUNDRED AND NO/100

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not secures to Lender: (a) the repayment 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, burlower merocaally grants and conveys to market, in these, where the described property located in 1: sign statistical to be been as the second statistical property located in 1: sign statistical to be been as the second statistical property located in 1: sign statistical to be been as the second statistical sta

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tajuranee caffier proviétég il e insurance sig il be shokan by Borrower autjeur to Fai tai's specoval misch shall not be 5. Huzard Insurance – forrover shill keep the improvements in w evision or foreafter groups with a frequence insured against loss by fir, hit area included within the term "extended coversite" and one effect legindes is when it ender requires insurance. This instrance shall be maintained to the incounts and lot are periods that he defined within the term covers and lot are periods in the frequence. The insurance shall be maintained to the incounts and lot are periods that he defined within the maintained to the incounts and lot are periods that he defined within the incounts and lot are periods that he defined within the term of the incounts and lot are periods that he defined the incounts are been as a second shall be maintained to the incounts and lot are periods that the defined within the incounts are been as a second state when it is the income what is the income when he incomes are reduced within the periods the income when the incomes are reduced within the periods. The incomes are shall be maintained in the incomes and lot are periods the frequence when the incomes are reduced within the periods to the incomes and the reduced within the periods.

notice identifying the ficit. Be row is shall set shy the lien or take one or more of the set car, we forth above within 10 days the Propertylis subject to a ten which may sugar prierry over this Secretify instrument. Amelia right avec Britcale, a streement säuslactery 30 Lender subordina jog the lien ic täis Security Instrument. If lender didfradines hat any part of die menomine meters 12 given dates inder such security in die den den den ender the menoder of an area france as Each the fiendby, or defineds against enforcement of the heal m. legal proceedings which as the relative support of prevent the galacterment for the field of the field of fire the of fore the field of Boi nover shall bloud dy discharge day beli which have worthy user the board of herearish are so fear sact at Boi nover shall bloud dy discharge day beli which have worthy user the board of herearish are been second if itses in writing to the payer at of the obligation accured by the fibring an anner versely. We can be for the context in good frich the firm her are defined solution of proceedings of the bear in bood means fines a state of a solute solution second to frich the firm her are defined solution of proceedings of the bear in bood means fines a state of a solute solution second to

Rectance application of a state of the second active state of the second ac TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rens, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or

appuntenances, rems, royanes, mineral, on anu gas rights and proms, water rights and stock and an instances now of 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 foregoing is referred to in this Security Instrument as the "Property."

and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and course, the cropses, any maximum the cropses, a meneamore, exception 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: IUNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: III 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. and process and process 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 Concenter on the day monthly payments are due under the Note, until the Note is paid in full, a sum ( runds ) equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly reasehold, 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 i mortgage, insurance premiune, in any a track of future eserow items.

The Funds with the held In an first butter the dependence and set which is the most of parameters of the cost of the main of a main termination of the second set of the second set of the second second second set

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OREGON-Single Family-FNMA/FHLMC Uniform Instrument

COM-Single Lamily-ENMA/EHEME United to the second state of the sec Ine runds snall be neld in an institution the deposits or accounts of which are insured or guaranteed by a tederal or state agency. (including Lender, if Lender, is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not share for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender, pays Borrower interest on the Flinds and applicable law permits Lender to make such a court action and some such as the flinds and applicable law permits Lender to make such a court action actions. 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. 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 Borrower, with putcharge, an annual accounting of the Funds showing credits and debits to the Funds. Lender, number for which each debit to the Funds was made. The Funds are blocked as additional formation for the funds and the

shan give to polyper, principal second and accounting of the runus snowing creats and ocous to the runus 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 purpose for which equilation 10 the running was made in the funds are predented as according to the second the second the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrow items when due, the excess shall be a build by the escrew items when due, the excess shall be a build by the escrew items when due, the excess shall be a build by the escrew items when due, the excess shall be a build by the escrew items when due a build by the escrew items when 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 so potion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount delk's Eddat National Index index index in the escrow items when due. Borrower shall nav to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds heldiby Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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. So any Funde held by Lender If under paragraph 10 the Departure sold of populated by Lender I funder paragraph 10 the Departure sold of populated by Lender I ender to be later. any Funds held by Lender. If under paragraph 19 the property is sold or acquired by Lender, Lender shall promptly refund to Borrowen than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender shall apply, no later about the sale of the property of its acquisition by Lender, any Funds held by Lender at the time of

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anon as a crean against the sums secured by this becumy instrument. 3. Application of Payhents of Unless applicable law provides otherwise, all payments received by Lender under

 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lenger under paragraphs 1 and 2 shall be dipplied. 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 principal. 4. Unarges; Liens; Borrower snan pay an taxes; assessments, charges; lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Property which may attain priority over this Security instrument, and leasenoid payments or ground rents, if any. Borrower shall pay these officiations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall now them on time directly to the person owed payment. Borrower shall promptly furnish to I ender all notices of amounts by rows: shan pay these oppositions 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 multiply these payments directly. Borrower shall promptly furnish to Lender all notices of amounts

pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. WOO WE CHITTYN DETAE Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Borrower snall promptly discnarge any lien which has priority over this becurity 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 defende against approach of the lien in least proceedings which is the Londer's obligation to the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defende against approach of the lien in least proceedings which is the Londer's obligation to the lien in the lient of the li

Funds (Impounds) Are NONTRANSFERABLE 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 faith the nen by, or defends against enforcement of the nen 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 another strategies that any best 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. I ender may give Borrower a agreement satisfactory to Lenger Subordinating the nen to this Security fish unrent. 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 posice identifying the lien. Portower shall esticly 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

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 included whell be maintained in the amounts and for the periods that I and a require. The 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 unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance poncies and renewals snall 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 resents of poid promiting and control policies. In the quest 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 Property damaged, if the restoration or repair is sconomically facible and Lender's conjurity is not becomed. If the

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 of repair is not economically feasible of Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this security Instruments whether or not interview within 30 days a notice from Lender that the insurance carrier has applied to the sums secure of this security instruments whether or notificitude, within any excession to borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has a sum of provide the instruments whether the instruments of and a most the proceeds to remain or restored Offered to settle a chain, then Lender may collect the insurance/proceeds. Lender may use the proceeds to repair or restore the back and the The 20 down provide will be the the test and the then down The 20 down provide will be the test and test onered to settle a claim; then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sumsisecured by this Security Instrument, whether or not then due. The 30-day period will begin the Property of to 'pay's unsistenced by this Security/Instrument, whether or not then oue of the portian period will when whether or not then oue of the portian period will whether the discussion of the better o

postpone the ducidate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If 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. The property of the acquisition is a set of the extent of the secured by this Security prior to the acquisition.

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 of the security is the secure of the sums secure of the security of the Property, allow the Property of deteriorate or commit waste. In this Security Instrument is on a leasehold of the lease and if Borrower shall comply with the provisions of the lease and if Borrower acquires fee title to the Property, the leasehold and fee title shalf not merge unless Lender afrees to the merger in writing barrow HYBER 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 and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect and an advantation of the proceeding in bankrupton probate for condemnation of the enforce tank or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. Lender's rights in the Property (such as a proceeding in bank supery probate. for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security. regulations), then it enter may do and pay for whatever is necessary to protect the value of the rioperty 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. In the rioperty, bender a actions may include paying any sums secured by a new when has priority over this occurry. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I ender may take action under this paragraph of It ender does not have to do so 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 Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting payments !-

-Security instrument. Unless Borrower and Dender agree to other terms of payment, these amounts shall be rate and shall be payable, with interest, upon notice from Lender to Borrower 

(Boirrower Shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the Borrower'shall paytine premiums required to maintain the insurance in enect until such time as the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. This transmission of the second and the second seco Vill F 9-jilnspection-4 Lender or its agent may make reasonable entries upon and inspections of the Property. Lender ishell give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Villa K9, a Condemnation, or the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation for the proceeds of the property, or for conveyance in lieu of condemnation, are hereby FORT V. HTMPD

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OREGON-Single Family FNMA/FHLMC Uniform Instrument Nerson Par Pas Margol mation To:

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Ecim 315673 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 paid to Borrower.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to 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 suris 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 communce 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 Borrowen's interesting the Property inder their 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.

13. Legislation Affecting Lender's Rights. 2001 fenactment 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 have the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 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 in this paragraph. The BELOW BOLLINGLE COLLINGT THE DECOMPTION COLLINGT IN THE POLICY.

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. 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 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 Securify Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lich 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 BOI rower and Lender further covenant and agree as follows:

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19. Acceleration; Remedies, Lender, shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security. Instrument and sale of the Property. The notice, shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at, its option may require immediate payment in full of all sums secured by this Security Instrument without further we demand and may, invoke the power of sale and any, other remedies permitted by applicable law. Lender shall be entitled to a 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, for amy macate or come of cardon to succeed a suffer patient

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## OREGON-Single Family-FNMA/FHLMC Uniform Instrument

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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 lay, 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. Priversi istan asaaa

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 Princrty including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22, Substitute Trustee: Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title. t, power and duties conferred upon Trustee herein and by applicable laws when the of the state 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 as if the rider(s) were a pa co 2-4 Family Rider Adjustable Rate Rider

a pich ci Graduated Payment Rider pictore Planned Unit Development Rider the provide provident of provident of the provident 15: Governing Law: Severability [13] Scently Instanment shall be governed by General has sud- he lave if the

THE SUBY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any fider(s) executed by Borrower and recorded with it.

A arguest and the main other realises for the under the Nore of by maxing a prest payment of the under the Nore. In the Nore of by maxing a prest payment of the under the Nore. In the Nore of by maxing a prest payment of the under the Nore. In the Nore of by maxing a prest payment of the under the Nore. In the Nore of by maxing a prest payment of the under the Nore.

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perintited limits will be refuided to Borrower. Lender, may choose to make his refand by reducing the praction under the Note of by making a direct payment is Borrower. If a refund reduces principal, the reducing will be treated as a Construction of the bar except he period for the second instances is subject to a last a help concerning an environment of the subject to a last a help concerned of the construction with the bar except he period that the related in the subject of the period of the period of the subject of the subject of the period of the subject of the period of the subject of the subject of the period of the subject of the period of the subject of the subject of the subject of the period of the subject of the su

This instrument was acknowledged before me on this and 28th Muter of day of <u>August</u> Bu

LORI A. HINES for heiself and as attorney-in-fact for DAVID K. HINES of pois graph 17. Bortower's covenants and sign ements shall be point and suverat. Any horrower where a sign the S for the near but does not avoid the National Carl Fox ending this formation for example to the supervised to the

amortization of the sund secured by this Security Insolvation by Same description of the sund secured by this Security Insolvation by Same description of the sund secured by the security for th 126/5 payment of otherwise m bahurshi di oppennise anoqui autorization di pe suras scenter di una securiti pasi actori pi sura scenter di una antica si antica securiti pasi actori pi presente di una securiti pe suras scenter di una successo di provinci alla scente de propiliti esti actori scente di provinci della scente di una successo di pi una securiti di scente de propiliti esti actori scente di provinci della scente di provinci di persona di persona scente di provinci di persona scente di provinci scente di persona sc

(Inters Lender and Perrover others in referred to in c. 1927 and 1. and 2. and 3. and

WHILE File del and a

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebicdness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. arround of the popeeds multiplied by the shilowing tractical (a) the rotal amont of the serie second interval and ubute Borrower and Cander otherwise agreesing runnt. the sums recurred of this become thermanent south or

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instruition, whether or not then due, with jey decess paid to Berrower. In the event of a partial taking of the Preze of n the event of a rotal taking of the Projects the processls shad be applied to the sums second by this Seco-

OREGON-Single Family-FNMA/FHLMC Uniform Instrument (Pres 2-341) . L 1941 Rev 6/80 Page 4 of 4

Form 300812/83

**S** 

## STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

Mount at-	. m.	
on this <u>31st</u>	1 Title Compa	iny
at	O'clock A	ust A.D., 19 87 M. and duly recorded
Evelyn Biel	ofMtges.	Provided
By	nn, County	CIEIK
Fee, \$21.00		Smillo
Y21.00		Deputy.

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