78903

RETURN: PRINEVILLE BANK P. 0. BOX 788 LA PINE, OR 97739

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[Space Above This Line For Recording Date]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on ... August 5

19.87 The grantor is ... Samny W. Barton and Melinda L. Barton Mountain Title Company

Mountain Title Company

("Borrower"). The trustee is

("Trustee"). The beneficiary is Mountain Title Company
The Prineville Bank

under the laws of State of Oregon
Prineville Oregon 97754

Borrower owes Lender the principal sum of SIX THOUSAND EIGHT HUNDRED TWENTY FIVE AND

84/100 * * * * * * * * Dollars (U.S. \$ **6, 825, 84******)

This debt is evidenced by Borrower's note 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

Lots 5, 6, and 7 in Block 41, Crescent

which has the address of ... Corner Jones St & 4th St. Crescent ····· ("Property Address");

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

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.

OREGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT BANXERS SYSTEMS, INC., ST. CLOUD, MN 56302 FORM MD 1-OR 8/84

Form 3038 12/83

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. as or and interest on the dept evidenced by the inote and any prepayment and late charges due under the inote.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 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 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 mortigage insurance payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; and (d) yearly mortigage insurance payments or ground rents on the Property. 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 "eccross items." Lender may estimate the Funds due on the basis of current data and payments of ground rems on the Property, it any, (c) yearly mazard insurance premiums, and (d) yearly mortgage insurance premium in the property mortgage insurance premium in the property mortgage insurance premium in the premium in the premi

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or the runds shall be neid in an institution the deposits or accounts of which are insured or guaranteed by a recent of state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender state agency (including Lender if Lender is such an institution). reasonable estimates of future escrow items. state agency (including Lender it Lender is such an institution). Lender shan apply the runds to pay the escrow items, Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays may not charge for holding and applying the pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in portower interest on the runus and applicable law pertinus Lengte to make such a charge, bottower and Lengter 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 carnings on the Funds. Lender shall give to Borrower, without charge an apparatus of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Lender snall not be required to pay porrower any interest or carnings on the runds. Lender snall 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 funder monthly payments of Funds payable prior to the

was made. The Funds are pleaged 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 escroy items, shall exceed the amount required to pay the escroy 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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any held by Lender. If under passages held by Lender I under passages held by Lender I under passages held by Lender II under amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in run of an sums secured by this security instrument, Lender snan promptly retund 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 impediately prior to the sale of the Property or its acquisition by Lender any English by Lender shall apply and apply and apply the Property or its acquisition by Lender any English by Lenders the contract of application. runus new by Lender. It under paragraph 17 the Property is sold of acquired by Lender, Lender shan 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 as a credit against the sums secured by this Security Instrument. 2. Application of rayments. Onless applicable raw provides otherwise, an payments received by Lender ander the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; second due to the Note; second due

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall regulate ability them obtains a strain priority over the Security Instrument, and leasehold payments or ground rents, if any. Borrower shall regulate ability them obtains a strain priority over the security Instrument, and leasehold payments or ground rents, if any. rioperty which may attain priority over this becurity instrument, and leasenoid payments or ground rents, it any, borrower shall pay these obligations in the manner provided in partigraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person and payment. Retroyer shall promptly furnish to I ender all parties of amounts to be paid under snan pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, borrower snan pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment, borrower shall promptly rurnish to Lender an 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) porrower snall promptly discharge any men 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 agrees in writing to the payment of the lien in legal proceedings which in the Lender's opinion operate to 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 the payments. prevent the emorcement of the neuror fortentire of any part of the reoperty, of (c) secures from the notice of the neuron agreement satisfactory to Lender subordinating the lief to this Security Instrument. If Lender determines that any part of the agreement satisfactory to Lender subordinating the lief to this Security Instrument. Lender may give Borrower a particular to a lief which may arrain priority loads this Security Instrument. agreement satisfactory to Lender subordinating the neit to this Security instrument. It Lender may give Borrower a notice Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the eroperty is subject to a new winch may attain priority over this security instrument, Lender may give borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the silver of parish

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 giving of notice. insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of policy and renewals. If the event of the policies and renewals. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and unreasonably withheld.

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 economically feetible and London's acquire in the sectoration of repair is economically feetible and London's acquire in the sectoration of repair is economically feetible and London's acquire in the sectoration of repair is economically feetible and London's acquire in the sectoration of repair is economically feetible and London's acquire in the sectoration of repair is economically feetible and London's acquire in the sectoration of repair is economically feetible and London's acquire in the sectoration of the sectoration Lender. Lender may make proof of loss if not made promptly by Borrower. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the of the Froperty damaged, it the restoration of repair is economically reasible and Lender's security is not resserted. 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 Lessinger substitute of the sums secured by this Security Lessinger substitute of the sums secured by this Security Lessinger substitute of the sums security would be security to the sums security and the sums security is not restorated by this Security Lessinger substitute of the sums security is not restorated by the Security Lessinger substitute of the sums security is not restorated by the Security Lessinger substitute of the sums security and security such as the sum of the sum applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If appned to the sums secured by this Security instrument, whether or not then due, with any excess paid to borrower. It Borrower abandons the Property, or does not ansiver within 30 days a notice from Lender that the insurance carrier has portower aparigons the Property, or goes not answer within 30 gays a notice from Lenger 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the offered to settle a claim, then Lender may collect the insurance whether a got then due. The 30 day period will begin when the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

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 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 proceed to the monthly payments referred to in paragraphs 10 and increase policies and proceeds resulting under paragraph 10 the Property is acquired by Lender Reproperty is ac posipone the que date of the monthly payments furticed to in paragraphs 1 and 2 of change the amount of the payments in under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demonstrate has Property paids to the 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 notice is given.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition. Change the property, allow the property to deteriorate of commit waste. If this occurry instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and for the chall are more uples. London career to the more title chall are more uples. London career to the more title chall are more uples.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants fee title shall not merge unless Lender agrees to the merger in writing. and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's and agreements contained in this occurry 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 leader may do and pay for whatever is persecut to protect the value of the Property and Lender's rights in the Property. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

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 sume coursed by a lien which has priority over this Course Leader's actions. Lender hay do and pay for whatever is necessary to protect the value of the Froperty and Lender's regime may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action

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 be ar interest from the date of dichargement at the Note rate and shall be payable, with interest upon notice from Lender to Rorrower requestion. under this paragraph 7. Lender does not have to do so. Decurity instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall be a reference the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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.

Of Condemnation The proceeds of any award or claim for damages director consequential in connection we 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any 2. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

e paid to Lenger.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security makes whether or not then due with now every paid to Barranger In the quant of a partial reking of the Property walks. 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 Instrument, whether or not then due, with any excess paid to porrower, 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 porrower and Lender otherwise agree in writing, the sums secured by this security instrument snail be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower.

If the Property is shardward by Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, 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, an award or settle a ciaim for damages, builtower rans 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 proceeds at its option, either to restoration or repair of the Property or to the proceeds at its option, either to restoration or repair of the Property or to the proceeds at its option, either to restoration or repair of the Property or to the proceeds at its option, either to restoration or repair of the Property or to the proceeds at the proceeds at its option.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secured by this Security Instrument, whether or not then due. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Not Released Forbestages Ry Lender Not a Waiver Extension of the time for payment or 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not operate to release the liability of the original Borrower's successors in interest. not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise motify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Parameter of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and the sums secured by this Security Instrument by reason of any demand made by the original Borrower and the sums secured by this Security Instrument by reason of any demand made by the original Borrower and the sums secured by the sums of the sum o or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or

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 the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of the subject to the provisions of the subject to th preclude the exercise of any right or remedy. Security instrument snail office and penerit the successors and assigns of Lender and portower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security learnings but does not everyte the Notes (a) is a significant by Security learnings but does not everyte the Notes (a) is a significant by Security learnings but does not everyte the Notes (a) is a significant by Security learnings but does not everyte the Notes (a) is a significant by Security learnings by the security learnings but does not everyte the Notes (a) is a significant by Security learning by the security learnings by the security lear paragraph 17. portower's covenants and agreements shall be joint and several. Any portower who co-sight this Security Instrument only to mortgage, grant and convey that Instrument but does not execute the Note: (a) is co-signing this Security Instrument (b) is not personally obligated to pay the Bortower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the source secured by this Security Instrument; and (c) agrees that Londor and any other Regrouper may goree to extend modifications and (c) agrees that Londor and any other Regrouper may goree to extend modifications. sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, some secured by this security instrument, and (c) agrees that Lender and any other portrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that

ver's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan and that law is finally interpretable other her interest or other loan charges collected or to be collected in connection 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 limits, then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits of the charge to the permitted limits and the source of the charge to the permitted limits and the source of the charge to the permitted limits and the source of the charge to the permitted limits and the source of the charge to the permitted limits and the source of the charge to the permitted limits and the source of the Borrower's consent. with the loan exceed the permitted limits, then; (a) any such loan charge shan 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 the charge to the permitted limit; and (D) 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

ment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering lender as its option may require any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require any provision of the Policoi this occurry distrament unemorceanic 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 programs to its lender shall sale the store appelled in the second paragraph of paragraph 10. If Londer everyings this parion, Londer shall sale the store appelled in the second paragraph of paragraph. prepayment charge under the Note. paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Novices: Any parise to Bossonias provided for in this Security Instrument and may myoke any remedies permitted by 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 maning it by first class man unless applicable law requires use of another method. The notice shall be given by first class mail 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 begins for any other address Lender designates by notice to Borrower. Any notice provided for in Address or any other address porrower designates by notice to Lender. Any notice to Lender snan be given by first class man 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.

15. Governing Year Secretability. This Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the grips in which the Property is located in the awar that any provision or clause of this Security Instrument or law of the specific in which the Property is located in the awar that any provision or clause of this Security Instrument or the Note.

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 conflicts shall not affect other provisions of this Security Instrument or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which conflicts with applicable law. jurisdiction in which the property is located, in the event that any provision or clause of this Security Instrument or the Note which can 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 confliction provision. To this end the provisions of this Security Instrument and the Note or be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

16. Borrower's Copy. Florrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Therefore of the Property of any 10. Dorrower's Copy, porrower snan be given one contormed copy of the Prote 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 in it is routed to property of the Property of a Beneficial Interest in Borrower is sold or transferred and Borrower is not a partial interest in Borrower is sold or transferred and Borrower is not a partial. interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural declared to be severable. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums person) without Lender's prior written consent, Lender may, at its option, require miniedrate payment in full of an sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal length of the date of the date of the length of the security Instrument.

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 standard standard shall mission which Borrower the provide a period of the standard shall mission which Borrower the provide a period of the standard shall mission which Borrower the period of the standard shall mission which Borrower the standard shall mission which Borrower the standard shall mission which Borrower the standard shall mission which are standard shall mission which are standard shall mission which are standard shall mission which the standard shall mission which are standard not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this law as of the date of this Security Instrument. 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 expectly for reinstatement) before calls of the Droparty pursuant to applicable law may expectly for reinstatement) before calls of the Droparty pursuant respect to the earlier of the Droparty pursuant respect to the earl enforcement of this Security instrument discontinued at any time prior to the earlier of (a) 3 days (of 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) entered a judgment deforcing this Security Instrument, or (b) entered a judgment deforcing this Security Instrument, or (b) entered a judgment deforcing this Security Instrument, or (b) entered a judgment deforcing this Security Instrument, or (b) entered a judgment deforcing this Security Instrument. applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) curity Instrument; or (b) entry of a judgment enforcing this Security Instrument and the Note had no acceleration occurred; (b) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) any other conditions are that Borrower. pays Lender an sums which then would be due under this security instrument and the Note had no acceleration occurred, (b) cures any default of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, and the same limited to reasonable grounds for any limited to reasonable grounds for any limited to reasonable grounds. 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 Rorrower's obligation to pay the superior that the lien of this Security Instrument. sure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations could be sold specifications of the obligations could be sold specifications. and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. 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 rower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration rollowing nor13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to
the default; (c) a data, not less than 30 days from the date the notice is given to Borrower, by which the default must
the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the
sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the
other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the non-existence of a default or any
further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be
limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the
recorded in each county in which any part of the Property is located. Lender or Trustee to execute a written notice of the
manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time
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

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 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.

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, Instrument.

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

22. Substitute Trusteet. Lender may from time to time remove Trustee and appoint a successor trustee to any and duries conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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 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

☐ Adjustable Rate Rider ☐ Graduated Payment Rider	Condominium Rider	rider(s) were a part of this Securit
Other(s) [specify]	Planned Unit Development Rider	2-4 Family Rider
BY SIGNING BELOW, Borrow Instrument and in any rider(s) executed	ver accepts and agrees to the terms and co by Borrower and recorded with it.	ovenants contained in this Security
	V. Lanny	We Dorland In this Security We Dorland (Seal) -Borrower
		-Barton. (Seal)
	[Space Below This Line For Acknowledgment]	-Borrower
STATE OF OREGON, Deschut		
On this 5th day on Sammy W. Barton and Method foregoing instrument to be their	County ss: of August Linda L. Barton row voluntary act and deed.	sonally appeared the above namedand acknowledged
My Commission expires: 6-27-90	Before me:	
	Elizabeth a. S.	lenkel
NO BLICAS	7.001101	or Oregon
	EQUEST FOR RECONVEYANCE	
other indebtedness secured by	ote or notes secured by this Don't Con	
and this Deed of Trust, which are different	ote or notes secured by this Deed of Trust. Sair rust, have been paid in full. You are hereby dir	note or notes, together with all
occu of Trust to the person or persons l	ereby, and to reconvey, without warranty, all the	he estate now held by you notes
Date:	양시일(2017) 1986년 - 전시 1986년 - 1	by you under

그는 사용됐다. 학생 아들이 아니는 말이 하면 그렇지만 할 때 하다. 그리는 사람들은 사람들이 되었다.	
Filed for record at request of Mountain Title Company the 3rd	day
of <u>September</u> A.D., 19 <u>87</u> at <u>12:38</u> o'clock <u>P</u> M., and duly recorded in Vol.	M87 ,
of Mortgages on Page 16046 Evelyn Biehn, County Clerk FEE \$21.00 By Mortgages on Page 16046 Evelyn Biehn, County Clerk By Mortgages on Page 16046	