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Instrument, appearing she court, paying reasonable attorneys flees and enfering or the Prevents to make sensite. Although in the Property. Lender's actions may metude paving any some sectural by a hen which in a priority precisits Security. Lender's rights in the Property (such as a proceeding in bankruptcy, probate ith condemnation or to enarce has or regulations), then Lender may do and pay for whatevers an accessiry to protect the value of the Property and Lender and the Broad of the B covenings and agreene preschalated in this Security Instrument, or there is a legal proceeding that may sugmiscently affect

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"KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the United States of Americanism and whose address is "("Trustee"). ("Lender"). ("Trustee"). ("Lender"). ("L

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full deot, it not paid earlier, due and payable on the debt evidenced by the Note with interest, and all renewals, extensions and 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 coverants and agreements under this Security Instrument and Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument, and (c) the performance of Borrower's coverants and agreements under this Security Instrument and Security Instrument, and (c) the performance of Borrower's coverants and agreements under this Security Instrument and Security Instrument, and (c) the performance of Borrower's coverants and agreements under this Security Instrument and Security Instrument, and (c) the performance of Borrower's coverants and agreements under this Security Instrument and Security Instrument, and (c) the performance of Borrower's coverants and agreements under this Security Instrument and Security Instrument, and agreements under this Security Instrument and Security Instrument, and agreements under this Security Instrument and Security Instrument, and agreements under this Security Instrument and Security Instrument, and agreements under this Security Instrument and Security Instrument, and agreements under this Security Instrument and Security Instrument and Security Instrument and Instrument Instr

full reconveyance of the Property by Trustee to Borrowen amay make Future Advances

to Borrowerom Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are a secured hereby to a new apply many state business over the permits (negligible) for the apply many state business over the permits (negligible). present the ediorement of the hen or forteiture of any part of the Property, or (c) secures from the Adder of the fier an agreement substactory to Lender abburding the lien to the Security far formed. (f) ender determines that any part of the Security far formed. (f) ender determines that any part of the Security far formed. (and the lower) of defining definition of the length less becoming according to the official of lower of the length less become according to the official of lower of the length less than the office of the County Clerk of Klamath County of the plat other of County in the office of the County of the office of t

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35. Application of Bayricais, 5. Unites applicable law provides of maying all payments received by Lender under and Anith Thursday amplications to Breezherov Historia and Mississeon Providence in Payments and Providence Inc.

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jappurtenances, rents/rroyalties/imineral/dil/and/gas/rights and/profits, water-rights and/stock/and all fixtures now or thereafter 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 Juts of seprensic lustical or anstrument per a topical or

toregoing is referred in this Decunity instrument as the Property of the estate hereby conveyed and has the right to grant 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, and convey the Property and that the Property is unencumbered, except for encumbrances of record, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. to reportus Security instrument combines uniform covenants for national lise; and non-uniform covenants with

limited variations by Jurisdiction to constitute a uniform security instrument covering real property. the principal of and anteresting the debt evidenced by the Note and any prepaying a and late charges due released to Note. THE STATE OF PARTIES AND INTEREST PERPARENT AND STATEMENT.

OREGON—Single Family—FMMA/FHLMC UNIFORM INSTRUMENT.

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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. juin 2. Funds for Taxes and Insurance / Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note; until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents 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. 101.550 The Funds shall be held in an institution the deposits of 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. 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 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 necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of 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 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 lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice not the nature advances; when interest the recon-

11777 5.6 Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

carrier and Lender. Lender may 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 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 when the notice is given.

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 I 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 change the Property, allow the Property to deteriorate or commit waste. If this Security 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

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; 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 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 in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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

Securify histrument. 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 Of DAMESTIC

requesting payment. After taxordes of Medees theuristics and ansure rules than ex

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Transman is the state of the st If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, 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 of Property Lender o

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9 Condemnation or other taking of any part of the Property Or for conveyance in like of condemnation are hereby. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with account and shall be resided. Lender of any part of the Property, or for conveyance in lieu of condemnation, are hereby and shall be paid to Lender and Agreed and the Property, or for conveyance in lieu of condemnation, are hereby the event of a total taking of 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 unless Rorrower and Lender otherwise agree in writing the entire secured by this County Instrument chall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the fair market value of the Property immediately before the taking. Any balance shall be

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to a saward or cettle a claim for demanage Rottower fails to reground to I ender within 30 days after the date the notice is If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor oners to given I and a relative and apply the property of the Property or

make an award or settle a claim for damages, Borrower laifs 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 Trainer I and a good Recomment, whether or not then due. 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 the due date of the monthly naturally and to in parameters and 2 or change the amount of such naturality.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or no Borrower Mat Balanada Borrower in Balanada Borrower Nat Balanada Borrower of the time for payments. 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 a successor in the successor in t 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. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's successors in interest.

I ender chall not be required to commence accordings against any cuccessor in interest or extend time for 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 commence proceedings against any successor in interest or refuse to extend time for otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made 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 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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of 11. Successors and Assigns Hound; 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 covenants and agreements of the covenants and agreements of the successors and assigns of Lender and Borrower, subject to the provisions of the provisions of the covenants and agreements of the covenants agreements of the covenants agreements of the covenants agreements of the covenants agreement agreement of the covenants agreement 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 that Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey the security Instrument only to mortgage, grant and convey the security Instrument only to mortgage. Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; (b) is not personally obligated to pay that norrower's interest in the Aroperty under the terms of this Security Instrument; (b) is not personally obligated to pay modify for hear or make any accommodations with record to the terms of this Security Instrument or the Note without the sums secured by this Security Austrument; and (c) agrees that Lender and any other horrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note vitnout that Borrower's consent.

12. Loan Charges. If the Joan secured by this Security Instrument is subject to a law which sets maximum loan connection with the Joan exceed the permitted limit, then: (a) any such Joan charges collected or to be collected in permitted limit, and (b) any such Joan charge shall be reduced by the amount under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a 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 second state of Assessing Fundament Charge under the Note.

prepayment without any prepayment charge under the Note:

13. Legislation Affecting Lander's Rights, well enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights III enactment or expiration of applicable laws has the effect of rendering any provision of the Note of this Security Instrument unenforceable according to its terms, Lender, at its option, rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in fulli of all sums secured by this Security Instrument and may invoke any remedies. may require immediate payment in truitor an sums secured by this Security instrument and may invoke any remedies paragraph 19, 16 Lender exercises this option; Lender shall take the steps specified in the second paragraph of

Jacobs Control of the state of the state of the second of Property Address of any other address Borrower designates by notice to Lender shall be directed to the making it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by movided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided. nrst class man to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided.

Associated point in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as 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 property of the security Instrument shall be governed by federal law and the given as provided. This Security Instrument shall be governed by federal law and the law of the property of the security Instrument shall be governed by federal law and the law of the shall be given that given the state of the provisions of this Security Instrument or the property of the state of the provisions of this Security Instrument or the state of the provision of this Security Instrument or the property of the state of the provisions of this Security Instrument or the state of the provisions of this Security Instrument of the property of the Security Instrument of the security of the security Instrument of the security of the security Instrument of the security of the property of a Beneficial Interest in Borrower, I.f. all or any part of the Property of a Beneficial Interest in Borrower, i.f. all or any part of the Property of a Beneficial Interest in Borrower, I.f. all or any part of the Property of a Beneficial Interest in Borrower, i.g. old or transferred and Borrower is not a natural property of the security Instrument. If the security Instrument, I.f. and the security Instrument of this Security Instrument, I.f. and the security Instrument of the security Instr

unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to care 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 secured by this Decurity instrument and sale of the Frogerty. The notice plant the intermediate of a default or any other defense of Horrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender the default of the default defense of horrower to acceleration and sale. It the netanit 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.

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 manner are scaled by applicable law part of the Property is located. Lender or Trustee shall give notice of sale in the recorded in each county in which any part of the Property is notated. Leave of Audice Shall give notice of 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, 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 to the person or persons legally entitled to it.

10. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person by agent or by indicially appointed receiver) shall be entitled to enter upon, take possession of and manage the

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 tents 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, 15 notice to Borrower provided for jurian Security Instrument shall be given to dedicern a tours.

brights 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 degally entitled to it. Such person or persons shall pay any recordation costs person of the subset of the subset

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. Comments that the property of the proper

power and duties conterred upon a rustee nerein and by applicable law.

Lecture 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 altorneys' 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

inis Security Instrument, th	e covenants and agreements of	ore riders are executed by B	Orrower and recorded together with Orroward into and shall amend and
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This instrument was prepared by Klamath First Federal Savings and Ican Association

STATE OF OREGON: COUNTY OF KLAMATH: 85.

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