Vol. <u>M&1</u> Page **22655**

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In Automation and the product of the provided and the provided and the provided and the product of the provided and the provi 9 - Lierer enhousing Mehanemene of DEED (OF #TRUST Could be control of an end of a structure of a structure of a Instrument interestingly prior to the acquisition

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on <u>January 10, 2018</u>. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and models are the repayment of the debt evidenced by the Note. 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

*(d) The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below, ("Future Advances"). FUTURE ADVANCES ... Upon request of Borrower, Lender, at Lender's option prior to age

full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower 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: (o g nor supproved and buours out the point and prove the secure and the point and the point of the secure and the secure and the point of the secure and t present the enterterment of the lien or forthart. It any part of the Property, or (c) secures it out the holder of the lien in buth the light by or defends against enforcement of the heating legal proceedings, which in the Lancer's opinion operate to

Lots 7, 8 and 9 in Block 61, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County. Oregon a mee balweng meet betweet shell brown it in the render

powarany is round strained appred, itst, to have obsiges due before inclusions on prepayment configer the above the Nonething to anough payable index paragraph 2 fourth, to intergat due, and lear, is principal the d. Changes, Lions. Borrower shall pay all taxes, assessments chorges, fine and inclusions attributed to the Property which may entain priority over this Spearth Instrument, and learehold population to ground areas in any Borrower shall pay these obligations in the namedi provided in pagaraph 2, or if not past in the namedia provided in pagaraph 2, or if not past in the namedia provided in pagaraph 2, or if not past in the namedia provided in pagaraph 2, or if not past in the namedia of another pay them on time directly to the person oved payment. Borrower shall provided in paragraph 2, or if not past is provided in pay them on time directly to the person oved payment.

paragraphs 1 and " shall be applied. Inst. to late ellarges due bader the Note: second, in prepayment clastrats due under the application as a credit against the surple secured by his Security Instrument. 3. Application of Payments. Unless applicable law provides officiense, all payments received by Londer provides then then demodiately actor to the selectivite Property or its acquisition by Lender, any Fourty held by Londer at the time effective according to the selection of the selectio

any Funds held by Lender II under paragraph 19 the Property is sold or acquired by Lender Monder shall apply, no last Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly related to Borrowst pmount necessary to make up the Galferency in ducipt store payrionis is required by Lender anount of the Funds held by Lender is not sufficient to jusy the elerow items when due. Bostower shall pay to Lender and

at Barrower's cuting either promylly repaid to Berrower or creatied to Borrower on mean by payments of Paulis, Ir that the due dates of the elerow items, shall exceed the prioritit required to ney the eleron atoms to per due, the electronic dates of the prioritit of the dates of the electronic dates of the prioritit required to ney the eleron at the date. The electronic dates of the prioritit required to ney the eleron of the electronic dates of the prioritit required to ney the eleron of the dates of the prioritit required to ney the eleron of the prioritit required to ney the eleron of the dates of the electronic dates of the prioritit required to ney the electronic dates of the electronic dates of the prioritit required to ney the electronic dates of the prioritit required to ney the electronic dates of the prioritit required to new the electronic dates of the prioritit required to here electronic dates of the prioritit requ

If the emotiat of the Funds held by Lender, together with the found contribute responds of Fands pressure rules to

which has the address of <u>2105 Ohio Avenue</u> Shich has the address Founds [TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or

hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The of which the manage BORROWER COVENANTS that Borrower is lawfully seized 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.

to result 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. the principal of and interest on the debievidenced by the Molechid any preparations has sharped and antice the

1. Fayment of Principal and Interest, Predayment and date Charges. Boundary that promptly pay when due OREGON_Single Family_FNMA/FHLMC UNIFORM INSTRUMENT

Form 3038 12/83 44737 SAF SYSTEMS AND FORMS CHICAGO, IL

DIE ON COVENANTS. Borrower and Lender covenant and agree as follows: 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. The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and any prepayment and late charges due under the Note. 1. Payment of Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 1. Subject to applicable law or to a written waiver by Lender. Borrower shall pay 1. The day monthly nauments are due under the Note until the Note is paid in full a sum ("Funds") equal to

to Lender on the day monthly payments are due under the Note; until the Note is paid in full, a sum ("Funds") equal to to Lender on the day monthly payments are due under the Note; until the Note is paid in tuil, a sum (Frunds) equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property. if, any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

state agency (including Lender II Lender Is such an institution). Lender snall apply the Funds to pay the escrow items, unless 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 prid on the Funds. Unless Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the shan give to bottowet, without charge, an annual accounting of the r unos showing creates and deores to the r unos and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

If the amount of the Funds held by Lender, together with the future 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 this Security Instrument

at bottower's option, ether prompty repair to bottower of created to bottower on montany payments of runes. 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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under application as a credit against the sums secured by this Security Instrument. 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 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 paragraph 2, or if not paid in that manner, Borrower shall not them on time directly to the second contract Remains shall according to furnish to I and a all notices of amount borrower shall pay these congations 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 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)

receipts evidencing the payments.

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 oongation secured by the nen 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 many the enforcement of the lien or fortility of any part of the Benerity of (b) course from the holder of the lien on prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an arresement satisfactory to Londor subardinating the lien to this Society. Texture of the Texture of the secure secure secures are the secure se prevent the enforcement of the nen or ionentifie of any part of the Property; or (c) secures from the nonder 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 more obtain a provide the Security Instrument. agreement saustactory to Lenger subortinating the nen to this Security Instrument. In 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 potter identifying the lien. Personne shall estimate the lien of the attained of the estimate of the statement for the borrower attained of the lien of the statement. 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. 5. Hazard Insurance. Borrowet 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 tenuines. The of the giving of notice. insured against toss by me, nazards included within the term extended coverage, and any other nazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. unreasonably withheld.

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 Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair an receipts of parts premiums and renewal nonces. In the event of ross, portower share carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the suits secure of this secure, manually instrument, when any one is part to perform and any one is part of the secure of the secu

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 1 and 2 or change the amount of the payments. If nodes paragraph 10 the Property is acquired by Londer Borrowskie right to any insurance policies and proceeds resulting postpone the use date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially 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 security for title to the Broasty the Jacobald and Instrument immediately prior to the acquisition.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing. Covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect I make in the Property (such as a proceeding in harkening), probate for condemnation or to enforce lowe or

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or resultations) then I endergy do not not for whether the results of the Property and I and the rights 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 I ender's actions may include paying any sume secured by a lien which has priority over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security In the Aroperty. Lenger's actions may menue paying any sums secured by a nen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this parameter 7. London despect bound of the

Instrument, appearing in court, paying reasonable attorneys nees and entering on the Froperty to make repairs. Annough 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 payment

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requesting payment.

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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 the requirement for 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. no apair og pel

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 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, 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. Zorrower 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 be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

 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. 11) (If enactment 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 take the steps specified in the second paragraph of paragraph 17. course source plots backness of all store accorded paragraph

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 research of the acceleration model behavior in the governed by federal law and the law of the 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is not a natural interest in Borrower i nucrest 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 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 Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to accure that the lien of the Security Instrument. Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument 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. 55028

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 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 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 unless applicable law provides otherwise). 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 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,

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If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the reasonable attorneys' fees and costs of title evidence. occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

20, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by

1911 Stars 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender; this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons

legally entitled to it. Such person or persons shall pay any recordation costs. 22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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. A part for more riders are executed by Borrower and recorded together with 25. Riders to this Security Instrument. If one or more riders are executed by Borrower 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 Instrument. [Check applicable box(es)] August and (c) subset (and charged and makering the other states of a 2-4 Family Rider of (c) subset (and c) and (c) subset (and c) and (c) subset (and c) and (c) and Graduated Payment Rider of the Planned Unit Development Rider dus Societ (Other(s) [sbecith] built and benefic the successors and locked and horizon adjust to the producing of narrangels [1]. Harrower's covening and announces and locked start structure for barrower and restored starts Successive and Assigne Bound, Joint and Several Liability, Co spects. The coremany and assessments d

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security

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Notary Public This instrument was prepared by Klamath First Federal Savings and Loan Association

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

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Filed for record	at request of	Mountain Title	Company	the $\2$.	<u>lst</u> day
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