#04-13516

MTC #19214

21137

NAME A

relation with the shares

the state a targen of

and the second second ally a survey and a survey of the survey

े अपनी जन्म होग

n film an the solution of a statistical Statistical film of the statistical statistical Statistical film of the statistical statistica statistical statistical statistical statistical statistical statistical statistical statistical statistical stat

(1997) and a start of the start

1.141

and an arrive the

<u>M88</u> Page ... **916**

Afterarécording; please return to: Klamath First Federal Securit à lieurnical fuies Bottosci au feader alles de lieures de lieures federal (non-federal feader alles de lieures covenants and agreements contained in this Security instrument, or there is a pair provessing the may significanly effect Lender's rights in the Property (such as a proceeding in Early upper), provide the effect of the Property (such as a proceeding in Early upper), there is not in enterts ind bander's inside rechargonal, then Lender may do and pay for white or the esserement of the related the Property and Lender's inside Frotection of Londer's Rights in the Property. Morthage Insurance. To represent tails to perform the integration of Londer's Rights in the Stroperty. Morthage Insurance. L'Entection of Londer's Richards (in the Property Advised Data)
Control on the Roperty of distribution of Control of Contro

8:2 4

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 reconveyances of the Broperty 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 Secured hereby as a new enter way attached

prevent the enforcement. 1910) Oregica pic of granger veron a winne (strong of BOLLORGE PROMI LINK

T' Charles prints

South thinks we should be press, and a short of 3. Application of the application a cital and

that more subscribed to be The Fonds held by Lender Then Strangue m an total the second to unless

angeunt of the Fusice bell M. Bertinwar's mouth the

1.5

PARCEL 1:

A tract of land situate in the SW1/4 SW1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BOLIGNACL FINITE LET. Beginning at a point on the Wast line of said Section 35, 156,65 feet South of the Northwest corner of the SNI/4 S

Tax Account No.: 3809 Obecc 02500 KEY \$447957

PARCEL 2:

A Parcel of land situate in the SNI of the SMI/4 of Section 35, Township 38 South, Range 9 East of the Millamette Neridian, Klamath County, Oregon, more particularly described as follows:

County, Oregon, more particularly described as follows: Beginning at a 5/8" ipon rod marking the SW corner of the SW1/4 of Section 35, Township 08 South, Range brass of the Willasette Meridian, Klanght County, Oregon; thes brass of the Willasette 375.15 feet to a point: thence Bast 43 feetenore or less 12' East, Genterline of the Enterprise Irrigation District Canal; thence North 89 degrees 53' East; 178.00 feet to a point; on hold will sign in Knmath South, 21.25 feet hore, or less to a point on who will sign in Knmath Enterprise Irrigation District Canal; thence Southwesterly along the Contry, 21.25 feet hore, of less to a point on whole sign of the Enterprise Irrigation District Canal; thence Southwesterly along the centerline of said Canal to the point of beginning.

Tex Account Bo. 1 3809 03500 02700 KEY \$447975

THIS INSTRUMENT IS BEING, RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances; rents, royalties; mineral; loil 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."

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. to y and THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

÷.

1.0 00

0.484.18

OBE(1)19 - 20056 LOUIS - LUNY TENTING MATORIE INEXEMPTER: UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



STT:35

310

UNIFORM COVENANTS. BOITOWER and Lender covenant and agree as Ionows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due wind of and interest on the dash suideneed by the Note and any prepayment and late charges due under the Note 1. Payment of Principal and Interest; Prepayment and Late Charges. Dorrower shall promptly pay which the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Tanda 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 navments or provind rents on the Property if any: (c) yearly hazard insurance premiums; and (d) yearly 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

Dasis of current data and reasonable estimates of ruture escrow items.

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. state agency (including Lender n' 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 I ender have Borrower interaction the Funds and applicable law parmits Londer to make such a charge. Porrower interaction the Funds and applicable law parmits Londer to make such a charge. 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 Lenger may agree in writing that interest shall be paid on the runds. 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 be to Borrower without charge an applicable of the Funds showing credits and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

shall give to borrower, without charge, an annual accounting of the runds showing creats and depits to the runds 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

If the amount of the runds held by Lender, together with the future monthly payments of runds 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, amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any at Borrower's option, ettner promptly repaid to Borrower or credited to Borrower on monthly payments of runos. 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 response to make up the deficiency in one or more required by Lender.

 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 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 at the time of 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. 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 4. Charges; Liens. Borrower snall pay all taxes, assessments, charges, lines and impositions attributation to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall provided in paragraph 2, or if not paid in that manner, Borrower shall provide a payment. Borrower shall promptly furnich to I ender all potices of amounts Borrower shall pay these obligations 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) in writing to the normal of the obligation canned by the lien in a manner accentable to Lender. (b) contests in good

Borrower snau promptly discharge any nen which has priority over this becurity instrument unless borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or definite optimize and agrees in the lien in the line by or definite optimize and agrees to the lien in the line by or definite optimize and agrees in the lien in the line by or definite optimize agrees agre agrees in writing to the payment of the obugation secured by the nen in a manner acceptable to Lenger; (0) 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 forfaiture of any part of the Droparty or (a) secures from the holder of the lien on faith the nen by, or defends against enforcement of the nen in, regai 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 intervent to I order alberding the lien to this Constitut Instrument. If I and a datamines that any part of agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Proparty is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any part of the Proparty is subject to a lien which may attain priority over this Security Instrument. I and a may give Proparty is agreement satisfactory to Lender subordinating the nen to this becurity 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 chall catisfy the lien or take one or more of the actions set forth above within 10 days notice identifying the lief. Borrower shall satisfy the lief or take one or more of the actions set forth above within 10 days of the giving of notice 2001 Ancore you and

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 the maintained in the amounts and for the pariods that Lender requires. The

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 receipte of paid premiums and renewal notices. In the went of loss Borrower shall give prompt notice to the insurance

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair 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 I ender's courity would be lessened, the insurance proceeds thall be

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 Borrower abandone the Property or does not answer within 10 down on of then due, with any excess paid to Borrower. If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to bollowel. It 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 cume secured by this Security Instrument, whether or not then due. The 30-day period will been

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the due date of the monthly payments referred to in proceeds 1 and 2 or change the amount of 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 from damage to the Property prior to the aconisition shall pass to 1 ender to the extent of the sums secured by this Security Inder 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

from damage to the Property prior to the acquisition snall pass to Lender to the extent of the sums secure of 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, Demonstrate the Borrower acquires fee title to the Property, the leasehold and Change the Property, and the Property to deteriorate or commit waste. It this becunity instrument is on a reasonou, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 7. Frotection of Lenger's Rights in the Froperty; Workgage insurance. If Dollower lans to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect and are evolved in the Departy (which as a proceeding in bentrumtor probate for condemnation or to enforce lans or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly anect 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 I ander's actions may include naving any sume secured by a lien which has priority over this Security. 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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this by Instrument Hulese Borrower and Lender area to other terms of pairwart there amounts shall bear interact from Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the More and chall be payment in the More and chall be payment. the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

Wac Prosta

1

enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 3 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: Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. I nose 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' fact and (d) takes such action as Lender may occurred; (b) cures any detault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to now the sume secured by this Security Instrument, shall continue unchanged. Upon reinstatement by obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's Borrower, this Security Instrument and the obligations secured hereby shall continue unchanged. Upon reinstatement by Occurred However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

The date of this security instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period If Lender exercises this option. Lender shall give norrower nonce of acceleration. The nonce 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 the constitute for the prior to the expiration of this period. Lender may involve any this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any invoke a 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

17. Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written concent. Lender may at its option control to prove 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

Jurisdiction in which the property is located, in the event that any provision of clause of this security instrument of the Note which can be given effect with publicable 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 and the provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument of the root. Note are declared to be severable. Note are declared to be severable. Note are occurred 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 present in it is sold or transferred for if a buneficial interest in Borrower. If all or transferred and Borrower is not a natural

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 paragraphic is the second of the second sec

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. couverance. Upon calmout of all graph 14. SpirAcArdica: (Their controls of all since source that have been by delivering it or by and it has fast class mail unless and table law requires use of another method. The notice shall be directed to the 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 designeds by notice to London Any notice to London the being the time to the 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 have in or any other address Lender designates by notice to Reprover Any notice to Reprove Any notice

13. Legislation Affecting Lender's Rights, 201 If enactment or expiration of applicable laws has the effect of 15. Legislation Allecting Lenger's Rights, and it enactment or expiration of applicatic laws has the elect of may require immediate payment in full of all sums secured by the Security Instrument and may invoke any remediate may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies payment to IFT and a variage this option. I and a chall take the stars specified in the second paragraph of the second paragraph of

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

12. Loan Charges, of the loan secured by this Security Instrument is subject to a law which sets maximum loan and that tany is finally interpreted so that the interset or other loan charges collected or to be collected in 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 charges shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded remitted limits will be refunded to Decompart I and a much allows to make this refunded by reducing the principal owed.

nodify, forbear or make any, accommodations with regard to the terms of this Security Instrument or the Note without

this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 Rorrower's covenants and agreements shall be joint and several. Any Rorrower who coverage this Security of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not even to the Note: (a) is constanting this Security Instrument only to mortgage grant and convey Of paragraph 1/. 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, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without The covenants and agreements of

nodification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interact of Dorrower shall not operate to release the liability of the original Dorrower or Dorrower's successors in interact modification of amortization of the sums secured by this becurity instrument granico by Lender to any successor in interest of Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for navment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made 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. ot be a waiver of or preclude the exercise of any right or remedy. 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or no the due date of the monthly payments referred to in personable 1 and 2 or change the amount of such payments postpone the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments. 10 Rorrower Not Released. Forhearance Ry Lender Not a Waiver Extension of the time for payments or 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or such payme

in the property is abandoned by Dorrower, or n, after notice by Lender to Dorrower that the concernitor 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 T ender is outborized to collect and analy the property of the Departure of the Depa make an award of some a claim for damages, borrower rans to respond to Lenger within 50 days and 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 sume secured by this Security Instrument, whether or not then due

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 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 before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security ment whether or not then due with any avcess paid to Borrower. In the event of a partial taking of the Property. 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

By 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

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

Rawarin Sitter Severage advisor

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

+ 111

This insurant was prepared a

916 21139

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

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

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

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

Determine 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. a source

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.

ys' fees awarded by an appellate court. 25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] autom and (c) whice a part of this Security (part b) [Adjustable Rate Rider(c)] autom and (c) whice part) autom [24] 2-4 Family Rider

| | Graduated Payr | nent Rider | | Kunnit in S | 207 | 2 | 2-4 | Family Rider | f |
|------------------|-------------------------------------|-----------------|-----------------------|-----------------|------------------|--------------|--|---|---|
| Lange Contractor | Graduated Payn Other(s) [specify | conclusions and | 9316 L Pl | inned Uni | t Developme | nt Rider | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | 动物学语言点。 | |
| | | | | | | | a tha tha a si | ana ang ang ang ang ang ang ang ang ang | |
| | Successors and | Sangas Bound | a series and a series | and the second | Association from | ALL PROPERTY | and a da sad | "这个时间,我们就是我们的。" "你们的是我们的是你们。" | |
| 即時前的企会 | Transform interidian | 63 (Sec. 19) | ए जन्महरू जनमु | - 공연의 64,011 전기 | NOTE CONTRACT | elisten in | | 그는 그는 전화 방송을 많이 봐. | |

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

product of dependence of the source production of the source of the first of the source of the sourc

Inclusion of paraminiation of the same second, has the permits Roger abate Babcock in the same second parameter of parameter of the same second para

unkeun hward of solite a slatin for dateause. Horinger Eals to respond to Lendar endage endage of the part of a If the Property is alrandoned by Horsower, of H. after holice by Lender 19 Mercanet that the t allerman where the

It the Linkert is spondoug p) Horozer of a distance of react to be react to be the second provided of the second p

(date)

 Rispection. Lender or its agent may make resemble correstation and shall myo Bourowernesice at the time of or prior i (berson(s) acknowledging) reasonable Programe terminates in accordance with Horrow et's and Lender's a ritten norcens if or all in-18. Hispection. Lender of its agent may make resonable correctionation and and a second My Commission expires to Thomas ectailed to maintain the the mean in effort and the form

> GEALT 32 Notary Public'

6

eal)

-Borrowe

0, 21

This instrument was prepared by Klamath First Federal Savings and Loan Ass'n

1 Marel

EXHIBIT "A" LEGAL DESCRIPTION

21141

PARCEL 1:

A tract of land situate in the SW1/4 SW1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Section 35, 156.65 feet South of the Northwest corner of the SW1/4 SW1/4 SW1/4 of Section 35; thence North 89 degrees 57' East a distance of 156 feet more or less, to the center line of the Enterprise Irrigation District Canal, thence Southwesterly along the center line of said canal to its intersection with the West line of said Section 35; thence North 0 degrees 12' East along the West line of said Section 186.35 feet, more line of said premises.

Tax Account No.: 3809 035CC 02500

PARCEL 2:

A Parcel of land situate in the SW1/4 of the SW1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod marking the SW corner of the SW1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 0 degrees 12' East, 375.15 feet to a point; thence East 43 feet more or less to the centerline of the Enterprise Irrigation District Canal; thence North 89 degrees 53' East, 178.00 feet to a point; thence North along the Westerly boundary of Garden Tracts, a platted subdivision in Klamath County, 213.25 feet more or less to a point on the centerline of the Enterprise Irrigation District Canal; thence Southwesterly along the centerline of said Canal to the point of beginning.

EXCEPTING THEREFROM:

A parcel of land, situated in the SW1/4 SW1/4 SW1/4, Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the centerline of Enterprise Irrigation District canal, from which a 5/8" iron rod marking the Southwest corner of said Section 35 bears South 16 degrees 13' 07" West, 529.98 feet; thence Northeasterly along said centerline 101.17 feet, more or less, to the intersection of the West boundary line of GARDEN TRACTS;

Contraction of the second

1000

1.20

1.15

122.00

1

13272

1.1

199 (J. 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 200 / 2

(Legal_description_continued) (Legal description sources)

eredir de la

Sec. C

..... م موتينية أردي

> لېرىس<u>ىتى سىتى دى.</u> ئەتقىلىمە ئىۋىرۇر تەرى

2.4 2.5 genter - 1.4 2.5 super 1.7 state

يند المن المن المركز المركز

with TH Cost of the second

here y and

مهارين ال

د. مربع بالمركز مو الازم بمشهوران الله والمربع براسيم موجود والازم والتبيد ويعرون

thence leaving said centerline, along said boundary line South 00 degrees 12' 00" West, 23.23 feet, more or less, to a 1/2" iron rod; thence continuing along said boundary line South 00 degrees 12, 00" West, 56.65 feet to a 1/2" iron rod; thence leaving said boundary "est, so the line South 89 degrees 57 00" West, 61.75 feet more or less, to the point of beginning.

Contraction of the

Tax Account No.: 3809 035CC 02700

Sec.

-

1.



253

Distance in the second

12

· •

÷

1

2.200.20

1.0

STATE OF OREGON: COUNTY OF KLAMATH: ss.

.

| Filed for rec | cord at request of January A.D. | Mountain Title 19 88 at 10:38 | The second se | uie | <u>19th</u> day <u>M88</u> , |
|---------------|------------------------------------|----------------------------------|---|---------------------|---------------------------------|
| | of | Mortgages INDEXED | on Page Evelyn Biehn, By | 914 County Clerk | RI (DANI) |
| FEE | \$25.00 | | | | (V) SOLE |
| | | | | No. Star | O OREGON |

STATE OF OREGON: COUNTY OF KLAMATH: SS.

| | | | | Mo | untain Ti | tle Co. | | | the | L2th | day |
|--------------|----------|-----------|----------|--|-----------------|---------|----------|-----------------|---------------|---------|---|
| فتتروا واقته | for reco | | quest of | 100 | incurn 12 | •1.4 | velock F | M and duly | recorded in V | ol. M88 | , |
| of | De | <u>C.</u> | | 일이라 영상 영화 영화 것을 가 있다. | at4 Mortga | | on P | age 21137 | | | |
| 5.4P | | | ot | | <u>IIOI CEA</u> | | | | County Clerk | | |
| | | | | | | | | | mule | | <u> det de tek</u> t |
| FEE | \$38.0 | IU. | | ار بالغريبية والحريبية . محمد الأخرى المحمد المحمد المحمد | | | | NAMES OF STREET | | | 이 이 같은 것이 같이 같이 같이 같이 같이 않는 것이 같이 않는 것이 같이 했다. 말했다. 말했다. 말했다. 말했다. 말했다. 말했다. 말했다. |

1