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b. Preservation and Meignenance of DEED (OE) (LEGAL Calculations) discontinuing the fraperty, allow the Property to deteriorate or commit waste. In this Security allow the Property to deteriorate or commit waste. In this Security allow the Property to deteriorate or commit waste. In this Security allow the Property to deteriorate or commit waste. In this Security allows the Property to deteriorate and it Bernover sensitive (to internal transfer of the commit of the control of the THIS DEED OF TRUST ("Security Instrument") is made on as the "December 9" [19] 88. The grantor is the ARTHUR"D: "CRISP and GENEVIEVE A. "CRISP," Husband and Wife ("Borrower"). The trustee is "CRISP," Husband and Wife ("Borrower"). The trustee is "CRISP," Husband and Wife ("Trustee"). The beneficiary is Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to I rustee, in trust with power of sale, the following described property located in the Klamath of the County, Oregon:

*(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 full reconveyance of the Property by Trustee to Borrower, may make Future Advances. full reconveyance of the Property by Trustee to Borrower, may make Future Advances. oto, Borrower, to Such Future Advances, with interest thereon, shall be secured by athis Deed nof Trust when sevidenced by promissory notes stating that said notes are) (secured) perepart to a lien which may attain or lonity over this Security Instrument, tender to Lot of the official plant the office of the County Clerk of Klamath county, Oregon.

Tax Account No. 63507(1006BD 03700 cm which pas busing over the county of the county to be paid under this paragraph. If Borrower makes these payments enfectly, Borrower shall promptly famish to Lender Horrower shall pay it se obligations in the manner provided in paragraph 2, or time paid in the granner, Bostower shall promping furnish to be near all notices of amounts to be near the person owed payment. Somewer shall promping furnish to be near all notices of amounts to be near the person owed payment. Note: three, to amounts parable under paragraph a fourth, to interest the; and list, to principal due Charges; Lieu. Bortower shall pay all takes assessments, the rate and impositive attributable to the Charges; Lieu. Bortower shall pay all takes assessments, the rate and impositive attributable to the charges; Lieu. Bortower shall pay all takes assessments, the rate and impositive attributable to the charges; Lieu. Bortower shall pay all takes assessments, the rate and impositive attributable to the charges and in the rate and in the r 3. Application of Payments. Unless applicable law provides otherwise all preparative connect by Lander saider paragraph. Land 2 shall be applied first, to late charges due ander the Note; seeind, to prepayment charges due under the Margaraph. Land 2 shall be applied first, to late charges due ander the Note; seeind, to prepayment charges due under the Margaraph. than numbeliately prior to the sale of the Property of its acquisition by Lender, new Funds and by Lender at the strate of application as a credit against the sams secured by the Security Instrument. Upon payment in full of all soms scorred by this Security Instrument, Lender shall promptly related to Nersower any Funds held by Lender Hander paragraph 19 the Property is sald or acquired by Lender Hander paragraph 19 the Property is sald or acquired by Lender Hander and a true of the interesting the sale of the Property of 1 amount necessary to make up the deficiency in one or more payments as required by Leader. amount of the Fruids held by Lender is not sufficient to pay the escrowatems, when due, Barrower and pay to Lender any

If the amount of the Funds held by Lender, together with the future arenthly payments of Funds payable for it to Which has the address of Plehn Pines Drive Chiloquin

Oregon to Horrowe 9.76.24 at charles, an abunt (Property, Address, Sinds showing creates and the France and the Franc CHIEF TOGETHER WITH call the improvements now or hereafter erected on the property, and all easements, rights, appurtenances; rents, royalties, mineral, foil and gas rights and profits, water rights and stock and all fixtures now or shereafter 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." Wild by applicable to in-

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly research of France of the the due dates of the eserow stems, shall exceed the amount required to pay fine estrowardence due, the exceet shall be

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 1 see 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 debt evidenced by the Note and any prepayment and are charges due under the Note of In Francia of Principal and Interest Prepayment and extremely are as follower that promptly for when pur OKEGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3038 12/8:

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 on take one or more of the actions set forth above within 10 days

of the giving of notice, not put the state of the state of the state of the giving of notice, not put the state of the state of the giving of notice, not put the state of the state of the giving of notice, not put the state of 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 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 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 I 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. Drender serming to the control of th √ requesting payment.

Lean No. 109-13635

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 assigned performing 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 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

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. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not 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 only to mortgage, grant and convey 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

that Borrower's consent. (12. (1)) charges and afficient of carefrence engineers is subject to a law which sets maximum loan 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.

partial prepayment without any prepayment charge under the Note. A great and the state of the st 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

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.

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 and the 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.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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 Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may 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 reasonably require to assure that the lien of this Security Instrument, shall continue unchanged. Upon reinstatement by 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. occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

21328 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 to the person or persons legally entitled to it. The person 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, I mouse to portioner browned for the thin Secure DIRECTOR 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 ilegally entitled to it. Such person or persons shall pay any recordation costs, is according to reasons 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. Estuanti 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. On the local of the loca 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)] mustir and (s) whose that Tranger and (s) white the part of the program Graduated Payment Rider of Planned Unit Development Rider of burner of burner of burner of the consulter and associately response to the consulter of t of paramethic (Figure 1) and we gave bound; doing one several clability; Consigner. The expensive management are failed by the contraction of the II. Successors and As lens Bound; Joint and Several Linhilly; Consigner. By Signing Below. Borrower accepts and agrees to the terms and covenants contained in this Security lists unentand in any ider(s) executed by Borrower and recorded with in the sums secured by this Security Instrument, whether we not the sums of the sums secured by this Security Instrument, whether we not the sums. 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COUNTY OF a series multiplied by the follow SS: rection: (8) the roll of the sum secured in recipients. in the event of a rotal taking of the Property, the proceeds shall be applied to the page of the time Security. Instrument, whether or not then due, with any excess paid to Borrower. In the stant of a partial taking the Property of the pr as: The foregoing instrument was acknowledged before me this. December 9. 1988.

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This instrument was prepared by KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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Notary Public

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NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-

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