IN 1822806 RAGSDALE 19034 Hot as state bind numeror rebuild bins reserved. It area to 2 years 1 **166666** RETURN TO: U'S ¹⁰ BANCORP 'MORICACE 100, not a search 3 siel bins reserved it to a server and the understand bins under the understand bins understand bins understand bins understand bins understand bins under the understand bins under the understand bins understand bins under the under the under the understand bins under the under the understand bins under the und Actor: Kathy Ragsdale sets to to versity the versity of any set of the set of the state of the set of any set of the set ישים אינים איני אינים איני אינים אינ NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT. ALT SUCCEDENT OF DESCRIPTION IN A DESCRIPTION OF A DESCRI of our about on of sideb bar others an AUGZZLOUT SOTIC SIDDIGGED TELEME ON STREET DUCTH, TO SOTICE AND THE STREET OF THIS DEED OF TRUST ("Security Instrument") is made on AUGUST.12 19.90. The grantor is ... LARRY. D... SPROLT & ROXANNE. W., SPROUT .U.S. BANK OF. WASHINGTON, NATIONAL ASSOCIATION. ("Trustee"). The beneficiary is U.S. BANCORP. MORTGAGE. COMPANY Borrower's note 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 SEPTEMBER 01, 2020 'n This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's, covenants, and agreements, under this, Security, Instrument, and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described verses de disservers de la servers de la servers de la servers des servers la servers la servers de la server en la server en la server en la servers de Lots 7, 8, 9 and 10 in Block 37 of FIRST ADDITION TO MIDLAND, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, ALSO that portion of vacated Main Street as described in Order to Vacate recorded in Volume MS1, page 2111, Microfilm Records of Klamath County, Oregon, and being 10 feet adjacent to the Southern line of the above described parcel. feet, adjacent, to the Southern, line of the above described parcel assess There's shart need in the insurance shall be maintained in the amounts and for the periods that Lender requires. The Tax Account No. 13908:0360A 03500 Portower by Borrower 003500 Borrower and 200 rong of the state All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. issuer thall save the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender ell compte of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance e carrier and London Lender may make proof of loss if not made promptly by Borrower. in the local stand Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of reput of the Property dumaged, if the restorenon of repair is recommently feasible and Lender's security is not lessened. If the restoration or repuir is not economically leasible or Lender's security would be lessaned. The insurance proceeds shall be applied to the suchs recursed by this Security Instrument, whether of not then due, with any every paid to Borrower. If Representation of the Property, or does not answer within 30 days a notice from Leader that the insurance carrier has shores to settle a clarm, then Lender may collect the institunce proceeds. Lender may use the proceeds to repair or restore the Property or to gay wink seared by this Security Instrument, whether or not then due. The 30-day period will begin r baies i conterand Dorrower otherwise agree in writing, any application of proceeds to principal shall not extend or Postpore the random contract of the paragraphs of the strange of the strange of the paragraphs in the second of the paragraphs is and a of change the amount of the paragraphs is noted to in paragraphs i and a of change the amount of the paragraphs is noted to any insurance policies and proceeds resulting the strange of on blo TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, ADDETHER WITH all the improvements now or nereatter created 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 foreastier is referred to m the Security Instrument as the "Property". nereaties a part of the Property in this Security Instrument as the "Property alcosoord a za datas grad aidan a 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 convey the a toperty and that the a toperty is unchedulocical, except in chedulorances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. and win detend generally instrument, combines uniform covenants for national use and non-uniform covenants with 21rd yd bTHIS SECURITY INSTRUMENT, combines uniform security instrument covering real property. the date of deburcement at the Wole rate and shall be payable, with interest, upon notice from Lender to Borrower *MODIFIED FOR VA LOANS* OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT 91-7793 10/88

2001 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows OC1 HADRON O 16667 the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly one-twenth 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

I he Funds shall be neid in an institution the deposits or accounts of which are insured or guaranteed by a rederat or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrow items, Lender may not charge for holding and applying the Funds analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument And the Hunds are pledged as additional security for the sums secured by this Security Instrument And the Hunds are pleased as the instrument of the funds are pleased as the security instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument. the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

han immedialely prior to the sale of the roberty of its advantages, but the state of the sale of the s Borrower shall/pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

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 faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of agreement substactory to Lenger subortunating the new to this Security Instrument, it render determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one of more of the actions set forth above within 10 days of the giving of notice of grilled Driss, rooped, view of the actions set forth above within 10 days

of the giving of notice. 5. Hazard Insurance. Borrower shall keep the infprovements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

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

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

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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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given. 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

6. Preservation and Maintenance of Property; Leaseholds: Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition. 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 merce unless U order arrest to the manual and if Borrower acquires fee title to the Property, the leasehold and

borrower snah compty with the provisions of the lease and it borrower acquires the title to the rispersy, the lease and and fee title shall not merge unless Lender agrees to the merger in writing. If Borrower fails to perform the 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, ipaying, reasonable attorneys flees 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 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 DRECON-Seale Family-FANALITALIAE UNIFORM INSTRUMENT requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. ancenerminates in accordance with portower's and Lender's withten agreement of applicable law. shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. an give portioner induce at the time of or prior to an inspection specifying reasonable case, or the inspection at the specifying reasonable case, or the inspection with 10,119. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

10 117. Condemnation. The proceeds of any award of claim for damages, uncer of 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 and shall be paid to Lender. 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 unless Borrower and Lender otherwise agree in writing. the sums secured by this Security Instrument shall be reduced by 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the standard data of the monthly not many defined to be added and the monthly not many defined to be added and the standard data of the monthly not many defined to be added and the standard data of the monthly not many defined to be added and the standard data of the monthly not many defined to be added and the standard data of the monthly not many defined to be added and the standard data of the monthly not many defined to be added and the standard data of the monthly not many defined to be added and the standard data of the monthly not many data of the standard data of the monthly not many data of the standard data of 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 of 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

of of a waiver of or precise on any right of remeays. The covenants and agreements of 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of shall not be a waiver of or preclude the exercise of any right or remedy. this Security, Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to extend 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 If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Lyan Charges. In the loan secured by this Security instrument is subject to a law which sets manifold to the 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 concered by the amount recessary to reduce the charge to the permitted limit; and (b) any such to an enarge shan or reduced by the another 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. 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 reduite immediate navment in full of all sume secured by this Security Instrument and may invoke any remedies partial prepayment without any prepayment charge under the Note.

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. Million Coustance of the property the process to the second paragraph of paragraph 17. 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 is ruperty Address of any other address borrower designates by notice to Lender Any notice to Berrower. Any notice 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

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 in this paragraph. Junsciction in which the reoperty is located, in the event that any provision of clause of this Security Instrument of the Note 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

which can be given enect without the connecting provision. To unserve the portain set and of this Security Instrument. Note are declared to be severable. About acceleration and the given one conformed copy of the Note and of this Security Instrument. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of the Property or any 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 in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is contine, require immediate payment in full of all sums interest in it is sold or transferred tor it a conencial 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 (deral law as of the date of this Security Instrument

deral law as of the date of this Security Instrument, while Borrower notice of acceleration. The notice shall provide a period like then 30 down from the date the da federal law as of the date of this Security Instrument. 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 invoke seconds permitted by this security anstrument without in the nonice of demand on Borrower, shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of. (a) S 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. applicable law may specing to remistatement octore sale or mere operity pursuant to any power or 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. 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 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 soccurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

occurred. However, this right to remstate shall not apply in the case of acceleration under paragraphs 13 or 17. default; (c) a date, not less than 30 day's from the date the notice is given to Berratier, an other the netally can a be cured; and (a) it is entire to other the Adrautical on holdon (to dote chailing in the indice med are (to be considered in other considered). unless applicable ins provides otherwise). The notice shall specifyr in) the defening (b) the actual requires to care the breach of any corchant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 molece mathematically and manufacture characters). The online characters in the factors that the second se 19. Acceleration: Remedies, Lender shall give notice to Berrower prior to acceleration fullowing Burrower's of an acceleration acceleration for the Condition Incirculate fruit and anior to acceleration nader memory of 1 and 57 of an acceleration of acceleration for the Condition Incirculate fruit and anior to acceleration nader memory of 1 and 57

NON UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

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 and up, that tailure to cure the detail of or before the unit spectrated in the notice may result in acceleration of the right to 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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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, using the states of the property of the person of the Property, Lender (in More 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

Stand 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to this Security Instrument. 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 success to all the title, power and duties conferred upon Trustee herein and by applicable law 71 mig 10 context and the success of the su

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 analis model the More ougst 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 Supprement ine Covenants and agreements of this Security Instrument (as in the inder(s) were a part of this Security Instrument. [Check applicable box(es)] studited jumits' them (a) sub, and jumit chaits and the intervent chaits' Adjustable' Rate Rider is there of the loss security instrument as in the inder(s) were a part of this security of the security instrument (a) sub, and jumits' them (a) sub, and jumits' the inder security instrument is in the inder security instrument is a sub-chait of the security instrument is an end of the security instrument is sub-or of the security instrument is a security instrument is sub-to the security instrument is a security instrument is a security instrument is a security in the security instrument is a security instrument is a security instrument is a security in the security instrument is a security instrument is a security instrument is a security in the security instrument is a security instrument is a security instrument is a security in the security instrument is a security instrument is a security in the security instrument is a security in the security instrument is a security instrument is a security instrument is a security in the security instrument is a security instrument

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Instrument and in any rider(s) executed by Borrower and recorded with it.

tur 2000 (1121) and 112 (2000) Control of the second of th incontation of theorem and strain sectors of the lighting of the original Borrower of Burrower's seccession in Arcest interest of Borrower shall not operate to release the lighting of the original Borrower of Burrower's seccession minutes and the second of the second of the second index solution are vector solution in interaction of release modification of cinertization of the sums secured by this Security Instrument erained by density accesses in Unless Lender and Borower cinerwise agree in wrinng, any application of processes reprocessed with the second of the monthly cay notice relation. Lender the due date of the monthly cay notice relationed to the second of the network of Released, Forbugatance by Lender and Alaraya. Extension of the rank for reasoned of the network of Released, Forbugatance by Lender and Alaraya.

Given Transfer is amplitude to collect and abby the blocksod's the obnot created to the block of the above named and a On this of the state of the s Larry D. Sprout and BRoxanne W. Sprout are by reason to the state of t Ber 37

assigned and shall be paid to Lender. And that he hard of the set of any REQUEST FOR RECONVEYANCE Here is the

LO LENZLEE demastion. The proceeds of any award on claim for damages circle at aught EThejundersigned is the holders of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full ... You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under It it const required mortgage insurance as a condition of making the idea section by the requirement for the

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Date:

VA GUARANTEED LOAN RIDER

(For use with FNMA/FHLMC uniform instruments for Veterans Administration guaranteed loans)

THIS VA GUARANTEED LOAN RIDER is made this 17th day of

VA GUARANTEED LOAN COVENANT. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

- If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the security instrument or other instruments executed in connection with such indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the security instrument, and hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.
- This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of chapter 37, title 38, United States Code. 2.
- Funding Fee. A fee equal to one-half of one percent of the balance of runging ree. A ree equal to one-mail of one percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails 3. to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interpret at the rate herein provided and at the option of the payce of auditional dept to that already secured by this instrument, shall be interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 USC 1829(b).
 - <u>Processing Charge</u>. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit worthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veteran's Administration for a loan to which section 1817A of chapter 37, title 38, United States Code applies.
 - Indemnity Liability. If this obligation is assumed, then the assumer hereby agrees to assume all the obligations of the veteran under the terms of the instruments creating and securing the loan, including the 5. terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower has executed the VA Guaranteed Loan Rider.

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STATE OF OREGON, SS. County of Klamath

Filed for record at request of:

Mountain Title Co.

on this <u>20th</u> day of <u>Aug.</u> A.D., 19 90 at <u>11:57</u> o'clock <u>A.M.</u> and duly recorded in Vol. <u>M90</u> of <u>Mortgages</u> Page <u>16666</u> Evelyn Biehn MARANT County Clerk 1198 - 3/38 + VISED By Oauline Mielendere

Fee, \$28.00

LN 1822806 RAGSDALE

LARRY D. SPROUT Borrower Borrower Borrower Borrower

ROXANNE W. SPROUT

91-3529

Borrower

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