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U.S. BANDOR RORDGAGE COMPANY

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## NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

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payments wit	ite dated the	same dan	te as this second	anty instrume and pavable	on NO	, which provides fo EMBER 01, 2020	r montniy
This Security	Instrument s	ecures to	Lender: (a) 1	he repaymen	t of the debi	evidenced by the l	Note, with
interest, and a	ll renewals,	xtension	and modifica	tions; (b) the	payment of	all other sums, wit nt; and (c) the perfo	h interest,
Bostower's co	renants and	agreeme	its under this	Security In	ary mstrume	the Note. For thi	s purpose.
Bosrower inte	ocably grant	s and cor	weys to Tirush	ne, in trust, v	with power o	f sale, the following Count	described
property local	ed in	*******	nu.awa.un	6 2018 75 75 77 27			y, Oregon:
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and will defined generally the title to the Property against all claims and clemands, subject to any encumbrances of record.

THIS SICURITY 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.

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CIREGON-Site Finer-FINIA/FHLDIC UNIFORM INSTINAMENT

UNIFORM COVERANTS Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest: Pressyment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidencial by the Note and any prepayment and late charges due under the Note.

Funds for Tusis and lasurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender in the day monthly payments are dist under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state afferen (including Lender if Lender is such as institution). Lander shall apply the Funds to pay the escrow items Lender may mor charge for holding and applying the Funds, analyting the account or verifying the escrow items, unless Lender may agree in the first shill be paid on the Funds. Unless an agreement is made or applicable law requires timesest to be paid. Lender shall not be required to pay Horrower any interest or earnings on the Funds. Lender shall grieno 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 marke. 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 this Security Instrument. the dud dites of the estrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. an Bathaver's uption, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amoranth of the Funds hald by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any

nanoualit a cressity to marke up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Enstrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 190he Property is sold or acquired by Lender, Lender shall apply, no later than intaledrately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to latech argendue under the Note; second, to prepayment charges due under the

Note, third, to amount payable under paragriph ?; fourth, to interest due; and last, to principal due. 4. Charges: Liens. Bortower shall pay all ranes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Sornmer shall pay these obligations in the manrier provided in paragraph 2, or if not paid in that manner, Borrower shall pay there 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 mulces these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge my lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. agrees at 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 forfei jury of any part of the Property; or (c) secures from the holder of the lien an agreement sitisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of the giving of notice. 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. untersonably withheld. Lentler shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all necupts 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 resilioration or repnin is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security linstrument, whether or not then due, with any excess paid to Borrower. If Betrewer 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. post one the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If untilet partigraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from darriage to the Property prior to the nequisition shall pass to Lender to the extent of the sums secured by this Security

6. Presemation and Maintenance of Property; Leasedolds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition. charge the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Elert timer shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

ferrittle shall not merge unless Lender agrees to the merger in viriting.

1. Protection of Lender's Rights is the Property, Mortgage Insurance. If Borrower fails to perform the commands and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Limder's rights in the Property (such is 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 factive paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying (tass) table 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.

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disburded by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Beturity Instrument. Unless Borrower add Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note mate and shall be payable, with interest, upon notice from Lender to Borrower

nequesting payment.

If Lender required mortgage insurince as a condition of making the loan secured by this Security Instrument, Butte wer thall pay the premiums required to maintain the injurance in effect until such time as the requirement for the itelitriance terminalitis in accordance with Extrover's and Lender's written agreement or applicable law.

8. Impecilian. Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrowin notice at the time of or price 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 man 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 Lunder.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Enginement, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, utiles i 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 belove the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Barrewier, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, 13 orrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and hipply 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 other wise agree in writing, any application of proceeds to principal shall not extend or post one 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; Forbestrance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sunsi 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 Institutent shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and appearments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (1) 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 in make any accommoditions with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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 fiteessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of nerviering any phovision 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 purmitted by pairagraph 19. If Lender exarcises that option, Lender shall take the steps specified in the second paragraph of

purigraph 17. 14. Notices. Any notice to Bellower provided for in this Security Instrument shall be given by delivering it or by making it by first class mail unless applicable haw requires use of another method. The notice shall be directed to the Preperty Address or any other address Bornower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's access stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument that be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

115. Governing Law Severability. This Security Instrument shall be governed by federal law and the law of the jums decreas in which the Property is legated. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Mote art declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property of a Fleneficial Interest in Borrower. If all or any part of the Property or any uniterest 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 content, 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 Bottower 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.

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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 ipplicable law may specify for reinstaltenent) 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 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, in the Property and Borrower's of ligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Burrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinst a cash all not apply in the case of acceleration under paragraphs 13 or 17. मितिनार दिला पुनेती हता प्रशेश विधा का प्राप्तिक के किसी कार किने विधान विभाव कि विभाव कि एक अपने एक अरावनी वि

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19. Acceleration; Remedies. Leafer thall pive notice to Borrower prior to acceleration following Borrower's be such of may commant 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 diffault: (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 ly fore 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 relatitate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrover to acceleration and rale. If the default is 400 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 dimend and may intoke the power of sale and any other remulies 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, rusa mable attorneys' fees and costs of title evidence.

If Lender harokes the power of sile, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an items of default and of Linder's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any past of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Bon ower and to other persons prescribed by applicable law. After the time anguired 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 Trirstee determines. Trustee may postpora; sale of all or any parcel of the Property by public announcement at the time and

plact: of any previously scheduled sale. Laider 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 firm ee's deed shall be prima facie evidence of the truth of the statements made there in. 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.

- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in patison, by agent for by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the reats 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 minagement of the Property and collection of rents, including, but not limited to, receivin's fees, premiums on meetyer's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 21. Recommy ance. Up in payment of all sums secured by this Security Instrument, Lender shall request Trustee to tractively the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security listiument to Trustee. Trustee shall received 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 Truster. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without ecaytyanor 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 Frogerty. 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 autorneys fees awarded by an appellate opurt.
- 25. Rideri to this Security Instrument. If one or morniders are executed by Borrower and recorded together with

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DAVID N. COCIPELS	nd KAMHLEEN COCK	RELIENT LA LA FIRE LA	sonany appeared the above it
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	REQUEST I	OR RECONVEYANCE	and the state of the state of

hind this Doed of Trust, which are delived to tweely, and to mesonvey, without warranty, all the estate now held by you under

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LN # 1856568 Stahnke

A portion of the NE1/4 of the SE1/1 of Section 10, Township 39 South, Range 9 East of the William tte Heridian, Klamath County, Oregon, described as follows:

BEGINNING at a point on the West line of Summers Lane, which point is South 1 degree 08' Bast 1887.91 feet and South 88 degrees 57' West 30 feet from the quarter common to Sections 10 and 11 of said Township and Range, thence South 86 degrees 57' West 150 feet; thence South 1 degree 08' East, 75 feet; thence North 88 degrees 57' East 150 feet to the West line of Summers Lane; thence North 1 degree 08' West 75 feet along the West line of Summers Lane to the point of beginning.

## va quairi niteed Loan Rider

LN # 1856568 Stahnke

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

20216

THIS VA GUARANTEED	LOAN PINER 1	made this	FIRST	day of
OCIOBER	19. № and	is incorpora	ited into and	shall be deemed
to amend and supplement	a Mortgage.	Deed of Trus	t or Deed to	Secure Debt
(herein "security instr	ument") dated	of even da	te herewith,	given by the
undersigned (herein DAVID M.	OCCIRELL AND	KATH LEEN OOC	KETT Sollower 2	
(herein "Lender") and instrument and located at	covering the	Property de	escribed in t KLAMATH FALL	he security
明特 医骨髓 二基化 医二十二基异乙酯		(Property	Address)	
OREGINI, 97603				

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 that the Lendur 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 transferme, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of chapter 37, title 38, United States Code.
- Funding Fee. A fee equal to one-half 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 to pay this five at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear 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).
- 4. Processing Charge. 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.
- 5. 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 loam, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim physient arising from the guaranty or insurance of the indebtedness threated by this instrument.

IN WITNESS WHEREOF, Borrowin	Mas executed the VA Guaranteed Ludii Kidei.
STATE OF DREGON.	Daried M. Cockrell
County of Klamath	DAVID M. COCKREIL Borrower
Filed for rucerd at request of:	Fathleen Cockrell
on this Sth_ day ofOct A.D., 19	O KATHLEEN COCKRELL Borrower
at 170 of lock R.M. and day	
Em lyn Mehn County Chick	煙膏 医球球球 可言 医医心 集成 化含金矿 にはいたいしん さんまいしょう はいとはない オリー・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・

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Pres.