<u>ૣ૽૱૿૽ૢઌ૿ૺ૱</u> RETURNISH CHERRY HILL, NO (NAC) MCCR BAIR: MTTA

K-43746

<u> イ-4374ん</u>

LOAN NUMBER: 2926756

("Lender").

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 27
92. The grantor is CHRISTOPHER P. VANCE AND MICHELE L. VANCE

("Borrower"). The trustee is

KLAMATH COUNTY TITLE

PHH US MORTGAGE CORPORATION ("Trustee"). The beneficiary is which is organized and existing under the laws of NEW JERSEY and whose address is 55 HADDONFIELD RD, CHERRY HILL, NEW JERSEY 08002

Borrower owes Lender the principal sum of

EIGHTY FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 84,500.00). This debt is evidenced by 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 FEBRUARY 01ST 2007 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 truet, with power of sale, the following described property County, Oregon: KLAMATH located in

LOT 6 IN BLOCK 3 OF TRACT NO. 1103, EAST HILLS ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

BEING MORE COMMONLY KNOWN AS: 6734 COTTAGE AVENUE.

BEING THE SAME VESTED IN CHRISTOPHER P. VANCE AND MICHELE L. VANCE.

Sharon C. Gittens PREPARED BY:

which has the address of 6734 COTTAGE AVENUE [Street]

KLAMATH FALLS

Oregon

97603 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

OREGON-Single Family-Fannie Mee/Freddle Mee UNIFORM INSTRUMENT



Form 3038 9/90 (page 1 of 5 pages)

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall and the day monthly companie and the Note in paid in fall a supplicable law. pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly
leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These to Lender may are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and

reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security

Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. 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 on time directly to the person owed payment. under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 (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 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 of the giving of notice.

S. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards. including floods or flooding, 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 unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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 21 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.

THE RESERVE OF THE PARTY OF THE

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days.

Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements merger in writing. 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 forfeiture 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 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall and Lender or applicable law.

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 10. 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

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property Immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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

waiver of or preclude the exercise of any right or remedy. 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, sums secured by this Security Instrument or the Note without that Borrower's forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's OREGON Form 1838 1990 (page 3 of 5 pages) consent.

13. 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 enarges, and that law is rmany interpreted so that the interest or other loan charges confected or to be confected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce with the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits. 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

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 frequency requires or any other address borrower designates by notice to Lender shall be given by notice to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower.

provided for in this Security and the law of the 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 which jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note can be given effect without the conflicting provision.

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 are declared to be severable. 17. Transfer of the Property of a Beneticial Interest in Borrower. If all of any part of the Property of a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 length 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 Decreases fails to pay these same arise to the expiration of this period. I ander may involve the security Instrument. law as of the date of this Security Instrument. or not less than 30 days from the date the notice is delivered or maned whith which porrower must pay an 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 Picht to Balantain.

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 as appricable for their specify for temporalization, octobe said of the property pursuant to any power of said contained in dis-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 as if no acceleration had (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it no acceleration had 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 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, this Security Instrument shall continue unchanged. Then reinstatement by Borrower, this Security Instrument shall continue unchanged. require to assure that the first of this security instrument, belief a rights in the rioperty and Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged. the sums secured by this secured instrument shall remain fully effective as if no acceleration had occurred. However, this strument 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan also may be one of more changes of the Loan Servicer unrelated to a sale of the Process. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release The notice will also contain any other information required by applicable law. of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate

use, or storage on the reopeny of small quantities of reazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any appropriate substance of the Hazardous Substance of the Borrower learns, or is notified by any governmental or regulatory authority, that any appropriate substance of the Hazardous Substance of the Borrower learns, or is notified by any governmental or regulatory and the Borrower learns, or is notified by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of the Borrower learns, or is notified by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of the Borrower learns, or is notified by any governmental or regulatory agency or private party involving the Property and the Borrower learns, or is notified by any governmental or the Borrower learns, or is notified by any governmental or the Borrower learns, or is not property and the Borrower learns are property an regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, petroleum product by Environmental Law and the following substances: gasonne, acrosene, other transmante or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that radio to health sofety of equipmental containing that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 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 Rorrower, by which the default must default; (c) a date, not less than 30 days from the date the notice is given to Rorrower. unicas applicante tan provides offici wise), the notice shall specify, (a) the unitarity, (b) and action required to each the default must 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 be cureu; and tay that failure to cure the decaute on or before the date spectified in the dones that further inform Borrower 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 on any other defense of Rossower to acceleration and the right to bring a court action to assert the non-existence of a default on any other defense of Rossower to acceleration and sale. If the default is not sured on on before the data constitution and sale. or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified or any other detense of norrower to acceleration and sale. If the default is not cured on of before the date speciment 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 without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender the power of sale and any other remedies permitted by applicable law. shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Form 3034 6/80 (page 4 of 5 pages)

Trustee shall other cuals in the Trustee's deed shall be primal processed or implied. The excessed or implied. The excessed or implied. The excess of the sale in the following order: (a) to all expenses of the sale; it is the following order: (b) to all expenses of the sale; it is and (c) any excess or persons be the sale in the following order: (a) to all expenses or persons be glady entitled in the source of the secure by this Security is the sum of the security instrument. Lender shall request trust 2. Recompany and shall surreader this Security instrument and on note evidencing debt secured by this Security on the Property and shall surreader this Security instrument and on the security instrument or Truste. Trustee shall reconvey the Property without warranty and without charge to the person or persons shall pay any recordant or uses and spoint a successor trustee to any Trust 23. Substitute Trustee, Lender may from time to time remove Trustee. Shall succeed to all the title, power and during the country of the security instrument and in the Note, "antoneys' fees," shall include any storm 4. 24. As a possible court. 25. Alberts of this Security Instrument and in the Note, "antoneys' fees," shall include any storm 4. 26. As a possible court. 27. As a possible court. 28. Alberts to this Security Instrument, if one or more riders are executed by Borrower and recorded toge of subsplicable box(es). 29. Adjustable Rate Rider			2182
essed or implied. Trustee shall apply the proceeds of the sale in the following of the sale in the sale	reence of an event of detacts which are recorded in each county in which are in the manner prescribed by applicable ime required by applicable law, Trust is highest bidder at the time and place in any order Trustee determines. To ouncement at the time and place of any sale. Trustee shall deliver to the purchas	ny part of the Property is incated, when the Property is incated, without demand on Borrower, shall sell the Property and under the terms designated in the notice of sale in rustee may postpone sale of all or any parcel of the previously scheduled sale. Lender or its designee may see Trustee's deed conveying the Property without any see Trustee's deed conveying the Property without any see Trustee's deed conveying the Property without any	applicable law. After erty at public auction n one or more parcels the Property by public purchase the Property covenant or warranty, ruth of the statements
24. Autorneys' Foes, As used in this Security Instrument and unk cook. 25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded toge. 25. Riders to this Security Instrument and agreements of each such rider shall be incorporated into and shall are the coverants and agreements of each such rider shall be incorporated into and shall are duplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as placed box(es) Adjustable Rate Rider	de therein. Trustee shall apply the principle of the property and shall surrend of the property and shall surrend of the principle of the property and shall surrend of the property and shall reconstrument to Trustee. Trustee shall reconstally entitled to it. Such person or personally entitled to it. Such person or personally entitled to it.	rustee's and attorneys' fees; (b) to all sums secured by the persons legally entitled to it. In of all sums secured by this Security Instrument, Lender this Security Instrument and all notes evidencing debt every the Property without warranty and without charge one shall pay any recordation costs. In the property the successor trustee and appoint a successive the property the successor trustee shall succeed to all the property.	der shall request Trustee secured by this Security to the person or persons ssor trustee to any Trustee the title, power and duties
Adjustable Nox(es)	24. Attorneys' Fees. As used in the	his Security Instrument and in the Note,	wer and recorded together
STATE OF OREGON The foregoing instrumentwas acknowledged before me this 28th day of January 19 92, by Christopher P. Vance and Michele L. vance [person or persons acknowledging instrument].	check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1—4 Family Rider Biweekly Payment Rider Second Home Rider
CIRISTOPHER P. VANCE Social Security Number MICHELE L. VANCE Social Security Number County of Klamath The foregoing instrumentwas acknowledged before me this 28th day of January 19 92, by Christopher P. Vance and Michele L. vance [person or persons acknowledging instrument]. SIGNATURE Escroy Officer Title OR RANK OF OFFICER Commission Expires 12-19-92 SERIAL NUMBER, IF ANY STATE OF OREGON: COUNTY OF KLAMATH: ss. Klamath County Title Co. the 3rd	Other(s) [specify]	accepts and agrees to the terms and covenants contained ver and recorded with it.	in this Security Instrument
CIRISTOPHER P. VANCE Social Security Number MICHELE L. VANCE Social Security Number County of Klamath The foregoing instrumentwas acknowledged before me this 28th day of January 19 92, by Christopher P. Vance and Michele L. vance [person or persons acknowledging instrument]. Escroy Officer Title OR RANK OF OFFICER Commission Expires 12-19-92 SERIAL NUMBER, IF ANY STATE OF OREGON: COUNTY OF KLAMATH: ss. Klamath County Title Co. the 3rd and duly recorded in Vol.	Witnesses:	Christian & Conte	(Seal)
MICHELE L. VANCE Social Security Number 101-46-0332: Social Security Number Social Security Number Social Security Number Social Security Number County of Klamath The foregoing instrumentwas acknowledged before me this 28th day of January 19 92, by Christopher P. Vance and Michele L. vance [person or persons acknowledging instrument]. SIGNATURE Escrow Officer Title OR RANK OF OFFICER Commission Expires 12-19-92 SERIAL NUMBER, IF ANY STATE OF OREGON: COUNTY OF KLAMATH: ss.		Social Security Number 516-72-00	812
Social Security Number Social Security Number Social Security Number		michele & Dance	-Borrowe
Social Security Number [Space Below This Line For Acknowledgerers] County of Klamath The foregoing instrument was acknowledged before me this 28th day of January 19 92, by Christopher P. Vance and Michele L. vance [person or persons acknowledging instrument]. Escrow Officer TITLE OR RANK OF OFFICER Commission Expires 12-19-92 SERIAL NUMBER, IF ANY STATE OF OREGON: COUNTY OF KLAMATH: ss. Klamath County Title Co. AM and duly recorded in Vol		MICHELE L. VANCE Social Security Number 101-46-0)332 [,] (Sea
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TITLE OR RANK OF OFFICER Commission Expires 12-19-92 SERIAL NUMBER, IF ANY STATE OF OREGON: COUNTY OF KLAMATH: SS. the	Control of the contro	SIGNATURE	Jacim
SERIAL NUMBER, IF ANY STATE OF OREGON: COUNTY OF KLAMATH: ss. the 3rd Klamath County Title Co. AM and duly recorded in Vol	U NOTARY T	TITLE OR RANK OF OFFICE	
STATE OF OREGON: COUNTY OF KLAMATH: ss. the 3rd Klamath County Title Co. the 3rd AM and duly recorded in Vol		SERIAL NUMBER, IF ANY	<u> </u>
Klamath County little 30. AM and duly recorded in Vol	STATE OF OREGON: COUNTY OF	KLAMATH: SS.	the 3rd
Filed for record at request of Klamath County A.D., 19 92 at 9:36 o'clock AM., and duly recorded in voi.	to request of	Klamath County little oo.	v recorded in Vol. M92

\$28.00 Return: KCTC

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