47727

Loan #0100443073 KCT #K-44315 Vol. m9 2 Page 15889

AFTER RECORDING PLEASE RETURN TO: Klamath First Federal 2943 S. 6th St. Klamath Falls, Oregon 97603

(Scace Above This Line for Recording Data)

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
19 92 The grantor Paul Fitzhugh and Billie D. Fitzhugh, Husband and Wife
("Borrower"). The trustee is William L. Sisemore
("Trustee"). The beneficiary is
("Trustee"). The beneficiary is  KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing
under the laws of The United States of America, and whose address is
2943 S. 6th St. Klamath Falls, Oregon 97603 ("Lender").
Porrower awas Lander the principal sum of Forty Seven Thousand Two Hundred and no/100
Pollars (U.S. \$47,200,00). 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
paid earlier, due and payable on December 1, 2022 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: (() the performance of Borrower's covenants and agreements under this Security Instrument and the
Note; and (d) the reparment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the
paragraph below ("Future Advances"). FUTURE ADVANCES. Upon request to Borrower, Lender, at Lender's option prior
to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances.
with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are
secured hereby. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the
following described property located in Klamath County, Oregon:
toffowing described property located in

Lot 6 in Block 1 of Tract 1228 Lockford, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Acct. #3909-11DA-7600

Key #843305

"UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US

AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS

WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY

BY THE BORROWEF'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND

BE SIGNED BY US TO BE ENFORCEABLE."

which has the address of 5474 Lockford Drive Klamath Falls

[Street] [City]

Oregon 976')3 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected 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 of 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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due neighbor of and interest on the debt evidenced by the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete charges due under the Note and any prepayment and lete and any prepayment any prepayment and any prepayment UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 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 Tayou and Incursion. Subject to applicable law or to a written univer by Londor. Recrower chall not be a principal of the Control of the Contr

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay der on the day monthly payments are due under the Note, until the Note is paid in full a sum ("Funde") agust to to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Note of the Not to Lender on the day monthly payments are due under the profession and the profess paid in run, a sun ( runds ) equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable a timates of future escrow items.

Current uata and reasonable estimates of inture escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or The Funds shall be held in an institution to the following transfer in the following transfer in the following transfer is the following transfer in the following transfer in the following transfer in the following transfer is the following transfer in the following transfer in the following transfer in the following transfer in the following transfer is the following transfer in the followin state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

Lender may not charge for holding and combine the Eurode analyzing the agency items. basis of current data and reasonable estimates of future escrow 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 Rorrower interest on the Funds and applyable law committee to make the Length may not charge for nothing and applying the runus, analyzing the account or verifying the excrowments, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest chall be paid on the Funds. Unless an agreement is made or applicable law. Lenger pays norrower interest on the runus and appricable raw permits Lenger to make such a charge, norrower 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 chall not be required to pay Dorrower any interest or surplus on the Funds. Lender the paid of the required to pay Dorrower any interest or surplus on the Funds. Lenuer may agree in writing that interest snan be pase on the runds. Onless 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 shall an analysis of the Funds showing gradies and daking to the Funds and the requires interest to be paid, Lender shall not be required to pay borrower any interest of earnings on the runds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the number for which each debit to the Funds was made. The Funds are pladed as additional ecounity for the currence part by snan give to portower, without casa ge, an annual accounting of the runus snowing credits and dents to the runus 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.

this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to If the amount of the excess shall be, the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, the due dates of the escrow items, shall exceed the amount required to Borrower on monthly payments of Funds. If the all Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Lender and amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall have to Lender and amount of the Funds held by Lender is not sufficient to pay the escrow items when due. an portower's option, either promptly repaid to portower or created to portower on monthly payments or runds, it 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 processors to make up the deficiency in one or rungs payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower upde held by Londor. However, programs 10 the Bronorty is sold or complete by Londor. However, programs 10 the Bronorty is sold or complete by Londor. However, programs 10 the Bronorty is sold or complete by Londor. However, programs 10 the Bronorty is sold or complete by Londor. amount necessary to make up the Jefficiency in one or more payments as required by Lender. opon payment in iun of an Sums secured by ans security instrument, Lender shan promptly fermed to Bottower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately provide the sale of the Property or its acquirition by Lender, any Funds held by Lender at the time of any runds need by Lender. If uniter 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 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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the application of Payments. paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third to amounts parable under paragraph 2, fourth to interest due, and last to principal due.

Note: third, to amounts payable under paragraph 2: fourth, to interest due; and last, to principal due. Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Rorrower shall pay these obligations in the manner provided in paragraph 2 or if not paid in that manner. Borrower shall pay these obligations in the manner provided in paragraph 2. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph becomes to London all notions of amounts pay them on time directly to the passon owed payment. Borrower shall promptly furnish to London all notions of amounts portower snan pay these congruions in the manner provided in paragraph 2, or it not paid in that manner, portower snan 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 Rorrower makes these payments directly. Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower snall promptly furnish to Lender an notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promp by discharge any lien which has priority over this Security Instrument unless Borrower: (a) in writing to the payment of the obligation escured by the lien in a manner accentable to Lander: (b) contacts in good in writing to the payment of the obligation escured by the lien in a manner accentable to Lander: (b) contacts in good 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 defende a valuet enforcement of the lien in legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender, to comests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to great the enforcement of the lien or forfaiture of any port of the Beoperaty or (a) secures from the holder of the lien and receipts evidencing the payments. rann the nearby, or determs against enforcement of the nearm, 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 catisfactory to Londer subsychiating the lien to this Security Instrument. If Londer determines that any part of prevent the enforcement of the Ben or fortesture 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 the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower at the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower attain priority over this Security Instrument, Lender may give Borrower attain priority over this Security Instrument. 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 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This it surance shall be maintained in the amounts and for the periods that Lender requires. The requires insurance carrier providing the insurance shall be chosen by Rorrower subject to Lender's approval which shall not be insurance shall be chosen by Rorrower subject to Lender's approval which shall not be of the giving of notice. requires insurance. This a surance shall be insurance 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 unreaconably withhold.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

Portgage the right to hold the policies and renewals IFI and a require. Borrower shall promptly give to I and a require the right to hold the policies and renewals are required. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of policies and renewals. In the event of loss. Borrower shall give prompt notice to the incurance all receipts of policies and renewals are the event of loss. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance unreasonably withheld.

Unless Lender and Berrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair.

Property damaged if the restoration or repair is economically families and I and one controlled to the restoration of the r carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the of the Froperty damaged, if the restoration of repair is economically reasone and Lender's security is not ressented. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess poid to Borrower. If applied to the sums sect red by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums sect red 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 sould a claim, then I ender may obtain the insurance proceeds. I ender may use the proceeds to repair or rectors obtrower abandons the property, or does not answer within 30 days a nonce from Lenger 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 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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless the proceed agree in writing and application of proceeds to principal shall not extend or unless the proceeds agree in writing any application of proceeds to principal shall not extend to the proceeds agree in writing any application of proceeds to principal shall not extend to the proceeds agree in writing any application of proceeds to principal shall not extend to the proceeds agree in writing any application of proceeds to principal shall not extend to the proceeds agree in writing any application of proceeds to principal shall not extend to the proceeds agree in writing 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 10 the Property is acquired by London Regrouper's right to any incurance policies and proceeding positions are one one 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 expectation shall pass to I order to the extent of the engine country by this Sourite. 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 change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Instrument immediately prior to the acquisition. Change the Property, anow the Property to deteriorate or commit waste. It this occurry instrument is on a leasehold.

Borrower shall comp y with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title chall not markly plant. I and a support to the markly plant. If Borrower fails to perform the

covenants and agree nexts contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

Lender's rights in the Department of the proceeding in bankrunter probate for condennation or to enforce laws or fee title shall not mer se unless Lender agrees to the merger in writing. Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Landac may do and note for unbatagoric massessment to protect the value of the Deposits and Landac's rights. Lenuer's rights in the reoperty (such as a proceeding in pankruphey, propage, for concenhation or to empire laws of 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 position and state of the Property Lender's actions may include position and state of the Property Lender's actions may include position and state of the Property. regulations), then Linder 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 Instrument, appearing in court, paying reasonable attorneys, tees and entering on the Property to make repairs. Attnough Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Security Instrument. Unless Borrower and Lender agree to other terms of payment.

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishusement at the Note rate and shall be payable with interest, upon notice from Lander to Regreese. becurity instrument. Oness borrower and Lender agree to other terms or payment, these amounts shall be may be the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower magnetics naturally.

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.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice: t the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Preperty, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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 c aim for damages, Berrower 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 Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall rot operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 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.

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 meil unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

Note are declared to be severable.

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

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

If Lender exercises, his 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, I Berrower fails to pay these sums prior to the expiration of this period. I ender may invoke any

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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 occurred. However, this might to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM CONVENANTS. Form ver and Lender further covenant and agree as follows: NON UNIFORM CONVENANTS. FOR over and Lenger guriner covenant and agree as follows:

19. Acceleration; Remedies, Linder shall give notice to Borrower prior to acceleration following Borrower's breach of 19. Acceleration; Remedies, 12 must shall give notice to nontower prior to acceleration rollowing northward and 17 unless applicable any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable any covenant or agreement in this Section y instrument (out not prior to acceleration under paragraphs 15 and 17 timess 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 20 days from the default; (b) the default specify that follows the default; (c) a date of the specific law to be default; (d) the default specific law to default specif 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 difference that cured must be cured; and (d) that failure to cure the difference that cured must be cured to cure the difference that cured must be cured to cure the difference that cured must be cured to cure the cured must be cured to cured to cure the cured must be cured to cured to cured to cured unan accuracy from the date the nonce is given to norrower, by which the detail must be cured; and (a) that faithre to cure the detail on or before the date specified in the notice may result in acceleration of the surgs secured by this Security Instrument and sale on or perore me date specified in the fonce may result in acceleration of the sungs secured by this becomes and the right to bring a court of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court 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 as the form the data cracified in the positive London or its positive state of the data cracified in the positive London or its positive state. action to assert the non-existence of asteriation any other octense of norrower to acceleration and sale, it the detaut 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 Instances without firsts and manifestational and manifestation to the notice of the payment without firsts and manifestation to the payment without firsts and manifestation to the payment of the payment of the payment in the payment without firsts and manifestation to the payment of t on or perore the date spectified in the stones, Lender at its option may require immediate payment in run of an sums secured by applicable this Security Instrument without further demand and may have been power of sale and any other remedies permitted by applicable to the Security Instrument without further demand and may have been power of sale and any other remedies permitted by applicable. this Security instrument without turns or demand and may prooke the power of safe and any other remedies permitted by applicantel law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph.

but not limited to, reasonable attorneys' tees and costs of little evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice to be recorded in each of an event of default and of Lender'; election to cause the Property to be sold and shall cause such notice to be recorded in each of an event of default and of Lender'; election to cause the Property to be sold and shall cause such notice to be recorded in each of the boundary of the Department of the Departm but not limited to, reasonable attorneys' fees and costs of title evidence. of an event of detaun and of Lender selection to cause the Property to be sold and snau cause such notice to be recorded in each county in which any part of the Property is located. Leitler 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 to Borrower and to other persons prescribed by applicable law. county in which any part of the Property is located. Leader or Trustee shall give notice of sale in the manner prescribed by applicable law. After the time required by applicable law, Trustee, applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, and make the property of subject to the highest kidder of the time and place, and under the property of subject to the highest kidder of the time and place. 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 hidder at the time and place, and under the without demand on Borrower, shall sell the Property at public auction to the highest hidder at the time and place, and under the section of sale in two or many partials and in any order Trustee determines. Trustee may procupe a call of without demand on Boltower, shart sett the Property at public auction to the fugnest 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 terms designated in the nonce of safe in one or more parcers and in any order a tustee determines. Trustee may postpone safe of all or any parcel of the property by public announcement at the time and place of any previously scheduled safe. Lender or its designed may purchase the Property of the color.

te may purchase the Property at any sate.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed. Trustee shall derive to the sure faser trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall or implied to receive the relation that following order fact all expenses of the calculate that the trustee's made the relation that following order fact all expenses of the calculate that the trustee's made the relation to a following order fact all expenses of the calculate that the relation to a following order fact all expenses of the calculate the relation to a following order fact all expenses of the calculate the relation to the relation to the calculate the relation to the relatio designee may purchase the Proper y at any sale or implied. The recitals in the Trustee's fleed shall be prima facile evidence of the fruth 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 attended to the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's apply the proceeds of the sale in the forewing order, (a) to all expenses of the sale, including, but not finited to, reasonable frustees 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 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 property of the Property including those next due. And root, collected by Lander or the receiver chall be upplied first to payment agent or by judicianty appointed a cerver) snau be entitled to enter upon, take possession of and manage the Property and to context 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 property and to be past due, and collected by Lender or the receiver shall be applied first to payment. the rents of the Property including those past one. Any rents confected 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 any transfer to the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on any transfer to the control of the Property and collection of the costs of management of the Property and collection of rents. or me costs or management or the property and concentor or tens, meaning, but not mined to, receiver receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to the Perparty and shall covered this Security Instrument, and shall covered by this Security Instrument. 21. Reconveyance. Upon payment of all sums secured by this Security instrument, Lender shan request trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee that I reconvey the December without trustees to the secure of security and the land to it for a reconvey the Property and shell surrender this Security instrument and an index evidencing deal secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it for a force trustee. The of the best bin \$5.00. Such page on a personal that have also secured as a force trustee.

Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person of persons trustee to any Trustee fee of not less than \$5.00. 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. conf

f not less than \$5.00. Such person or persons chan to time remove of not less than \$5.00. Such person or persons chan to time remove of the Property. The successor inted hereunder. Without conveyance of the Property, the successor inted hereunder. Without conveyance of the Property. The successor interests and by applicable law.	frustee and appoint
f not less man of the Property, the successor	L IMPRICE Summary
22. Substitute Truster. Lenger that  22. Substitute Truster. Lenger that  23. Substitute Truster Lenger that  24. Substitute Truster lenger and by applicable law.  25. Use of Property. The Froperty is not currently used for agrical Lenger L	authoral timber or grazing purposes.
arred upon Trustee herein and by appreciate	a Note, "aftorneys' fees" shall memoc any
23. Use of Property. The Property Instrument and it is	t recorded together with this
24. Attorneys' Fees. As used in this	re executed by Borrower and result amend and supplement
23. Use of Property. The Property is not currently used to be 23. Use of Property. The Property is not currently used to be 24. Attorneys' Fees. As used in this Security Instrument and in the added by an appellate court.  25. Riders to this Security Instrument. If one or more riders at 25. Riders to this Security Instrument of each such rider shadow the coverants and agreements of each such rider shadow the coverants.	hall be incorporated into and share strument. [Check
25. Riders to this Set at it and agreements of each such the	ider(s) were a part of this seems
23. Use of Property. The Use of this Security Instrument and the 24. Attorneys' Fees. As used in this Security Instrument and the aided by an appellate court.  25. Riders to this Security Instrument. If one or more riders are 25. Riders to this Security Instrument, the covenants and agreements of each such rider showing the same as and agreements and agreements are the records.	
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Other(s) [specify]  BY SIGNING BELOW, Borrower accepts and agrees to the and in any rider(s) executed by Borrower and recorded with it.	
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and in any income	Tout Borrower
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COUNTY OFKlamath	
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人名英格兰 医乳状结合 经基本 人名英格兰人	1092
	7th day of July, 1372
The foregoing instrument was acknowledged before me this	t date:
the foregoing instrument was acknowledged by Paul Fitzlugh and Billie D. Fitzhugh	The state of the s
pillie D. Fitzhugh	(Adion)
Paul Fitzlugh and Billia (persons)	icknowledging.
by1	1000 al
	(Seal)
My Commission expires: 8-31-95	Judich & Cold Vel (Seal)  Notary Public
My Commission	Notary ( mine
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This instrument was prepared by	

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Filed for r	record at reque	A.D., 19 92 at	Morryage	or Page Evelyn Biehn By	15889 County	Clerk	<u>.                                    </u>
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