LN #0100443157 ATC #39256

After recording please return to:

KLAMATH FIRST FEDERAL S&LA 2943 SOUTH SIXTH STREET KLAMATH FALLS, OR 97603

(Space	Above	This	Line	For	Recording	Data]	

DEED OF TRUST

All that portion of the SW ½ NW ½ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows:

Beginning at the iron pipe of the North boundary of the Southwest quarter of the Northwest quarter of said Section 5, from which the iron pipe marking the Northwest corner of said Southwest quarter of Northwest quarter bears West a distance of 819.56 feet; thence East along said North boundary of the Southwest quarter of Northwest quarter, a distance of 140.0 feet to the iron pin marking the Northwest corner of that parcel conveyed by Deed Volume 317 at Page 390, Klamath County Deed Records; thence South 396.0 feet to an iron pipe; thence West 140.0 feet; thence North 396.0 feet, more or less to the point of beginning.

Tax Acct #3909-5BC-300

"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 BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND

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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 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 convey the Property and that the Property against all claims and demands, subject to any encumbrances of record. 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 the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents on the Property if any (c) yearly hazard insurance premiums and (d) yearly leasehold payments or ground tents on the Property if any (c) yearly hazard insurance premiums and (d) 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 hosis of current data and reasonable satisfactors of future and reasonable satisfactors.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items. state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. state agency (including Lender it Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds and applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. I ender requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may agree in writing that interest shall be paid on the runds. Oness an agreement is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the shall give to Borrower, without charge, an applied accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Parsonal's option, either account required to Parsonal's option, either account to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the this Security Instrument. an portower's option, either promptly repaid to portower or credited to portower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sole of the Property or its acquirities by Lender, any Funds held by Lender at the time of any runus near by Lenger. It under paragraph 19 the property is some or acquired by Lenger, Lenger 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 excured by this Sacretiv Instance.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under application as a credit against the sums secured by this Security Instrument. 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 provide 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.

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 2 and payments or ground payments. Borrower shall properly furnish to Londor all notices of amounts and the paragraph and payments are the directly to the paragraph and payments. portower shall pay these congations in the manner provided in paragraph 2, or it not paid in that manner, borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) in priving to the payment of the obligation secured by the lien in a mapper acceptable to I and at the contacts in cool 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 an or secured by the lien in local proceedings which in the Lender's opinion courses to receipts evidencing the payments. agrees in writing to the payment of the obligation secured by the nen in a manner acceptable to Lender; (b) 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 green the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and part of the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and part of the enforcement of the lien of this Security Instrument. If Lender determines that any part of the green that satisfactory to Lender subordinating the lien to this Security Instrument. prevent the emorcement of the hen or forientire of any part of the Property; or (c) secures from the noiser of the hen and 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. I ander may size Research 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.

5. Hazard Insurance.

Borrower shall keep the improvements now existing or hereafter erected on the Property extended coverage" and any other hazards for which Lender 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 Paragues subject to I and also approach which shall not be insurance shall be chosen by Paragues subject to I and also approach which shall not be requires insurance. This insurance snan de 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 unreaconably withhold.

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 requires of poid premiums and renewal notice. In the event of less Borrower shall give prompt notice to the incurance all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

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 becomed the incurance proceeds shall be carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. of the property damaged, it the restoration of repair is economically leasure and Lender's security is not ressented. If the restoration of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be considered by the same secured by the Security Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not then due with any excess poid to Personal Instrument, whether or not the personal Instrument, whether or not the personal Instrument Instrument, whether or not the personal Instrument Instrument, whether or not the personal Instrument Instrument, which is the personal Instrument Instrument Instrument, which is personal Instrument Instrument, which is personal Instrument Instrument, which is personal Instrument, which is personal Instrument Instrument Instrument, which is personal Instrumen restoration of repair is not economically leastone of Lenger's security would be ressented, the insurance proceeds sharf of applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If appned to the sums secured by this security instrument, whether or not then due, with any excess paid to bottower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has affected to eatile a claim, then Londer may called the insurance proceeds. Londer may use the proceeds to repair or restore 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 the restored to the res

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Oness Lenger and Bostower otherwise agree in writing, any application of proceeds to principal shart not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demands the Property Prior to the equivilence shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance poncies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition. Change the Property, anow the Property to deteriorate or commit waste. It this Security instrument is on a leasenoid, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing. covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or requisitions), then Lander may do and may for whotever is passessing to protect the value of the Property and Lander's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation of to emote 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 paying any many approach by a lian which has priority away this country. 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, consequently actions and antesing on the Bernard to make a property of the Prope In the Property. Lender's actions may include paying any sums secured by a nen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I ander may take action under this paragraph 7. I ander decorate house decorate hou

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 secured by this constitution of the security payment.

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 at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument 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 Copy. 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 this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

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

NON UNIFORM CONVENANTS. Borrower and Lender further covenant and agree as follows: 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable any covenant of agreement in this security instrument (out not prior to acceleration under paragraphs 15 and 17 amoss appreciate law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default than Jouans from the date the notice is given to Bollower, by which the default must be cured, and (a) that ramper to cure the default of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sums secured by this Security Instrument and sale of the sum secured by the security Instrument and sale of the sum secured by the security Instrument and security Instrument and security Instrument Instrume of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

inflict to, reasonable attorneys rees and costs of the evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence but not limited to, reasonable attorneys' fees and costs of title evidence. of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each of an event of default and of Lender's election to cause the Froperty to be sold and shall cause such notice to be recorded in each country in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by county in which any part of the Property is located. Lender of Trustee shall give notice of sale in the mainer 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 Dollower and to omer persons prescribed by applicable law. After the time required by applicable law, trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place, and under the without definant on Bottower, shan sen the Froperty at public auction to the highest bluder 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 notice of sale in one or more parcels and in any order Trustee determines. all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed designee may purchase the Property at any sale 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. The rectians in the Trustee's decersion of prima racte evidence of the function measurements made merein. Trustee static 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 apply the proceeds of the sale in the following order. (a) to an expenses of the sale, including, our nor influence, 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

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 agent of oy judiciany appointed receiver, small be entitled to enter upon, take possession of and manage the rioperty and to contect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment the rems of the Property including those past due. Any rems conceded by Lender of 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 or the costs of management of the Froperty and concerton of fents, including, but not finited to, 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 reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it for a

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee fee of not less than \$5.00. Such person or persons shall pay any recordation costs. appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement awarded by an appellate court. the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check Applicable Box(es)] 2-4 Family Rider

ppiicable Bon(/)	2-4 Family Rider
- Dota Rider	Condominium Rider
Adjustable Rate Rider	Planned Unit Development Rider
Graduated Payment Rider	
Other(s) [specify]	to the end Covenants contained in this Security Instrument
BY SIGNING BELOW, Borrow and in any rider(s) executed by Borrow	ver accepts and agrees to the terms and Covenants contained in this Security Instrument er and recorded with it. Stern S. Skeen
	Betty Skeen - Borrower
and the second of the second o	[Space Below This Line For Acknowledgment]
STATE OFOregon	SS:
COUNTY OFKlamath	
The foregoing instrument was acknow	wledged before me this
stern S	Skeen and Betty R. Skeen (person(s) seknowledging)
MINISSION GENERAL SEAL 31- JUDITH L. CALDWELL NOTARY PUBLIC - OREGON NOTARY PUBLIC - OR 233	Jaidul L. Caldenell (Scal) Notary Public
This instrument was prepared by	

STATE OF OREGON: COUNTY OF	KLAMATH: ss.	
	m:-1. Co	the 10th day
Filed for record at request of A.D., 19	Aspen Title Co 92 at 10:46 o'clock AM., and	duly recorded in Vol
of A.b., 15	MOTTGAVES UIL 1450	County Clerk
01 <u></u>	Evelyn Biehn	une Mulendore
FEE \$30.00	Ву Сим	am frass