collian No. 101 955-371647 grote that tended appropriate the factory of the state of the state of the factory of the state of the factory of the state of the factory of the state of t MASHINGTON MUTUAL SAVINGS BANK: To encourage of the control of the edwinds to street words growt to continue to a view he sidenown? Spentific; WA 98111

In the broad gradular) where no gradular grad a year of revieted principle year orbinal several adjusts a flow enternot recent and section of the first principle of fir 19 93 ... The grantor is __UCHN R. PUCKEIT and LINDA S. YOUNG, as tenants by the entirety (Borrower). The trustee is ASPEN TITLE & ESCROW, INC., an Oregon Corporation Washington Mutual Savings Bank, which is organized and existing under the laws of Washington, and whose accress is 1201 Third Avenue, Seattle, Washington, 98101 ("Lender"). Borrower owes Lender the principal sum of ONE HONDRED _("Trustee"). The beneficiary is (U.S. \$ 119,150.00 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 November 1st 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 no Trustee, in trust, with power of sale, the following described property located in <u>KLAMATH</u> County, Oregon: LOIS 5, 6, 7 AND 8, BLOCK 20, MOUNTAIN VIEW ADDITION TO THE CITY IF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF CREECY. er the marking of the same and the problem of the lease and the lease of the same providing and the same providing the same providing and the same providing and the same providing the same and the same and the same and the same providing the same and the same and the same providing the same and the same off ever licitations of the control The standard of the Property o off properties by the property of the property lagwhich has the address or 1962 PARK AVENUE. Oregon of contents the small property of the contents of the c Thought in the world of the spant count place force 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 selsed of the estate hereby conveyed and has the right to gram 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. lists resorthlis 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. The property of the state of th

grande v ett i same en manne en e ette formungsege inguluste ent markende perdeteller. OREGON - Single Family - Fannie Mae/Froddle Mac UNIFORM INSTRUMENT TO BE RECOMMEN

Form 3038 9/90

UNIFORM COVENANTS. Borrower and Lender coverant 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. Furids for Taxen and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day priority payments are due under the Note, until the Note is paid in full, a sum (Funder) for: (a) yearly taxes and assessments which may attain hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 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 amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow name 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items. Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a otherwise. Unless an agreement is made or applicable law requires lintered shall apply the funds. Borrower and Lender may agree in writing, however, that interest shall not be required to pay Borrower any interest Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess 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 shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall epply any Funds held by Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall epply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument, bender paragraph 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall epply any Funds be applied. If first, to any prepayment charges due under the Note.

be applied; iris, to any prepayment enarges due under the Note.

A. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may provided in paragraph 2, or if not paid in, that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the 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 Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any part of the Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Sorrower shall keep the improvements now existing or hereafter erected on the Property insurance shall be chosen by Borrower shall keep the improvements now existing or hereafter erected on the Property insurance carrier providing coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with lenger paragraph?

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 desible or Lender's security would be lessened, the Insurance proceeds shall be applied to the sums secured by this Security 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 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

Lender that the insurance carrier has offered to salle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed to precise 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 is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date acquired by Lander, Borrower in fight to any insurance policies and proceeds resulting from damage to the Property of the equation shall continue to the monthly payments referred to in paragraphs 1 and 2 or change the amount of the property. Borrowers. If under the the control of the sums accured by this Security Instrument immediately prior to the equation shall continue the theory of the execution of the property of the execution of the property of the execution of the security instrument and agrees in writing, which consorts shall not be unresconably withheld, or unless admired pricurations of the property control. Borrower shall not destroy, damage or impair the Property, allow the Property to destrict which are beyond Borrower's shall be in default and robisture action or proceeding, whether evid or criminal, is but in Lender's good dath judgment could result in cure such a default and robisture action or proceeding, whether evid or criminal, is but in Lender's good dath judgment could result in cure such a default and robisture, act provided in paragraph 18, by causing the active of the Property of the Property or charvise metarially impair the lien created by this Security instrument or Lender's security interest. Borrower may Lender's good in accurate information or statements to Lender (or falled to provide Lander with any material impairment of the lien created materially instrument is on a leasahold, Borrower's shall comply with all the Property (such as a proceeding in the April 1997) of the property of the result of the property of the property of the property of the prope

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In the state of the property in the great part of the Property, the proceeds shall be expected to the state of the Property in the state of the Property in the process of the Property in which the fair market value of the Property in the great of a partial taking of the Property in the process of the Property in the great of the process of the Property in the great of the process of the Property in the great of the process of the Property in the great of the process of the Property in the great of the process of the Property in the great of th

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 Lander 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 successor in interest, Lender shall not be required to commence proceedings against any successor in interest, or refuse to ended 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.

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.

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 paregraph 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 sonway 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.

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 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing at 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 and 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.

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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Londer 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. However, this option shall not be from the date 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.

or demand on Borrower.

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 as if 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 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 paragraph 17. paragraph 17.

paragraph 17.

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 morethly payments due under the Note and this Security Instrument. There 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 Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable laty. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazzrdous Substances. Borrower shall not do, nor allow anyone else to do, anythin; affecting the Property that is in violation of any Environmental Law. The preceding two sentences chall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promotive like Londar written notice of any investigation claim demand. Iswalli or other action by any governmental or

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 or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or 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, 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 relate to health, safety or environmental protection.

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

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 Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall intrinor inform Borrower of the right to reinstate after acceleration, and the right to bring a count 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, Londer 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. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attornays' fees and costs of title evidence.

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sevent of default and of Londer's election to cause the Property to be odd and shall esues such notice to be recorded in each county in which any part of the Property is located. Londer or Trustee shall give notice of safe in the manner prescribed by applicable law; After the time required by applicable law, Trustee, without demand on notice of safe in the Property at public acciton to the highest bidder at the time and place and under the time designated in the Property at public acciton to the highest bidder at the time and place and under the time designated in the Property by public announcement at the time and place of any previously scheduled safe. Lender or its designee may purchase the Property at any safe.

Property at any safe.

Trustee shall deliver to the purchaser Trustee's dood conveying the Property without any covenant or warranty, expressed or the implied. The recitals in the Trustee's deed shall be prime facile evidence of the truth of the statements made therein. Trustee shall enter the following order: (a) to all expenses of the safe, including, but not limited to, reasonable Trustee's and 22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the 26984 22. Reconveyance. Upon payment of all sums secured by this Society Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Society Instrument to Trustee to reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed herein and by applicable law.

Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed herein and by applicable law.

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Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed herein and by applicable law. 1 Security Instrument of one or more riders are executed by Borrower and recorded together with this Security instrument; the dovenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the rider(s) were a part of this Security instrument. [Check applicable box(es)] Adjustable Rider

Adjustable R tento, (no tra Other(s) [specify] (3) tran the natural years of the tent to be a document of the control of the by it is socured instrument is at blact to a law which teleproximity loan charges, and that law is no charges and that law is an ability of so be a classed in nonnegative that the languages the parallted links. philatia BY SIGNING BELOW; Borrower accepts and agrees to the territs and coverants contained in this Security Instrument and of Intainy interrity by society by Borrower and recorded with H. and Learning and coverants contained in this Security Instrument and learning as a benefit of the contained and learning as upen body is it save that or the page 1999. seeds tent yet it grillen yet to it (pinewieb yet nevil) as flotte manual and seed and the state of the period of the seed of the property with property with property with the seed of th DAVOKUS AGAIL; and present the plate continue with continue previous of the continue of the content of To secure of course of the second of the second second second second of the second of in the state of a section of the state of th A Vita of English manages ping not state over STATE OF OREGON age of Louis Services. ीं के Note of the partial in propiet of the Note agency with the trans County as: Word the County 1993 personally appeared the above named JOHN R. PUCKETT and LINDA S. YOUNG and acknowledged the foregoing instrument to be Disch Their WITNESS my hand and official seal affixed the day and year in this certificate above written. PHOZIETY IN PAIN and and official seal affixed the day at the day of the Leadub assents Notary Publishe in this personant 20. Previounier tel Lavi. REQUEST FOR RECONVEYANCE TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now hald by you under this Deed of Trust to the person or persons togally entitled thereto. STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of. Aspen Title co _ A.D., 19 <u>93 at 10:43</u> o'clock __A M., and duly recorded in Vol. Minimion described Mortgages on Page _ 26981 Evelyn Biehn - County Clerk \$25.00

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