WHEN RECORDED RETURN TO:

AWARD MORTGAGE, INC. 1249 N. RIVERSIDE AVENUE MEDFORD, OREGON 97501

Vol<u>mas Page</u> 30059

ATC 01040563 [Space Above This Line For Recording Data]

## DEED OF TRUST

Loan No: 930001455

THIS DEED OF TRUST ("Security Instrument") is made on CRAIG M. SHUEY. Single Man.

November 4, 1993

. The grantor is

("Borrower"). The trustee is Aspen Fitle & Escrow, Inc. 525 Main Street, Klamath Falls OR 97601

("Trustee"). The beneficiary is Award Mortgage, Inc., an Oregon Corporation

which is organized and existing under the laws of the State of Oregon address is 1249 N. Riverside Ave. Medford, Oregon 97501

, and whose

THIRTY FIVE THOUSAND ONE HUNDRED AND 00/100

("Lender"). Borrower owes Lender the principal sum of

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 December 01st, 2023 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described County, Oregon:

Lot 640, Block 119, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

which has the address of 902 MITCHELL STREET, KLAMATH FALLS 97601 ("Property Address"); [Zip Code]

OREGON - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT -6R(OR)(9212) Form 3038 9/90 Amended 5/91

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Initials: ムら

[Street, City].



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

DODDOWED COVENANTS that Regressive is lausfully saired of the estate bereby conveyed and has the right to great and

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 that the Property is unanaumhered execut for anomaly property and that the Property is unanaumhered execut for anomaly property and that the Property is unanaumhered execut for anomaly property and that the Property is unanaumhered execut for anomaly property and that the Property is unanaumhered execut for anomaly property and the property is unanaumhered execut for anomaly property and the property is unanaumhered execut for anomaly property. BURROWER COVENANTS that Borrower is tawfully 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

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

1. Payment of Principal and Interest; Prepayment and Late Charges.

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to any assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly for: (a) yearly taxes any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any sums payable by Borrower to Lender, in accordance with the mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a tederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrept learn are estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or

Otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Lender is such an insumon) or in any rederal Home Loan Bank. Lender snall apply the Funds to pay the Escrow the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Items. Lender may not charge Borrower for notating and applying the runds, annually analyzing the escrew account, or vertiying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing however, that interest shall be paid on the Funds Lender shall give to Rorrower without charge an requires interest to be paid, Lender snau not be required to pay borrower any interest or earnings on the Funds, borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an applied accounting of the Funds should be paid on the Funds and the purpose for which each debit to the Funds and Lender may agree in writing, however, that interest snau be paid on the runds. Lender snau 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

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

Upon 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 Upon payment in tun or an sums secured by this Security instrument, Lender snau promptly retund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, Instrument, Lender snau promptly retund to Borrower any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the Rotrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If person owed payment. Borrower snau promptly runnish to Lender an nonces of amounts to be paid under this person owed payments. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Tower makes unese payments directly, Borrower snau promptly turnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in condition to the payment of the obligation occurred by the lien in a manner assemble to Lender (b) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) 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 forforement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to prevent the security Instrument. If I ender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the nen; or (c) secures from the noder of the nen an agreement satisfactory to Lender subordinating the nen to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more

Security instrument, Lender may give nonower a nounce identifying the near, nontower statut satisfy the near one of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the hazards included within the term "extended covernor" and any other hazards including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or nereatter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that I conder to I conder t floods or flooding, for which Lender requires insurance, this insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned 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, and the property in which the fair morket In the event of a total taking of the Property, the proceeds snau be applied to the sums secured by this Security Instrument, which is the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security 30062 Value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument about about the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of taking. Any halance shall be raid to Romower. In the event of a partial taking of the Property in which the fair market value of the property in which the fair market value of the property in which the fair market value of the property in which the fair market value of the the sums secured immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an order control of the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an order to borrower that the condemnor of the cond award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender to this Security Instrument, whether or not then due.

this Security Instrument, whether or not men due,
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

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

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

Extension of the time for payment or modification and the state of Rorrower chall. of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower snail not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to not operate to release the manning of the original Borrower or Borrower's successors in interest. Lender snan not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of 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 the sums secured by this Security instrument by reason of any demand made by the original Borrower of 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

tor remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this successors and agreements of this successors and agreements of the provisions of 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 the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the successors and assigns of Lender and Borrower, subject to the provisions of the subject to the 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 only to mortgage, grant and convey that security Instrument; (b) is not personally obligated to pay the sums of the sums of the sums of the sums of the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or secured by this Security instrument; and (c) agrees that Lender and any other porrower may agree to extend, mounty, tork make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

any accommodations with regard to the terms of this security instrument of 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, had low in finally interpreted so that the interest of other loan sharpes collected on the collected in connection with the loan and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan charges collected or to be collected in connection with the loan charges collected in connection with the loan charg 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 exceed the permitted limit, then: (a) any such to an energy snau permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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

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 by first class man unless approache law requires use of another method. The nonce snan 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 any other address Borrower designates by notice to Lender. Any notice to Lender snam be given by this class man to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security address stated nerein or any other address Lender designates by nonce to Borrower. Any nonce provided instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

This County Instrument shall be governed by federal law and

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the 13. Governing Law; severability. This Security instrument snau de governed by federal law and the law of the conflicts with applicable law such conflict which applied to the such conflict which applied law such jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note which can be

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, it an or any part or the property or any interest in it is sold or transferred and Borrower is not a natural person) without Sold or transferred (or it 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

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 than 30 days from the date the notice is delivered or mailed within which horrower must pay an sums secured by this security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

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 a proposal for rainstatement) before sale of the Departy pursuant to any power of sale contained in this Security. enforcement of this Security Instrument discontinued at any time prior to the cartier of: (a) 3 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. Those conditions are that Borrower: (a) pays Lender all Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender and Sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any sums which then would be due under this Security instrument and the Property and Borrower's obligation to pay the curred by this Security Instrument, including, but Instrument I ander's rights in the Property and Borrower's obligation to pay the curred by this Security Instrument. not limited to, reasonable attorneys' tees; and (d) takes such action as Lender may reasonably require to assure that the limit of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations secured by this Security. Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by Borrower, this Security Instrument and the obligations secured the security Instrument and Instrumen instrument snatt continue unchanged. Opon reinstatement by burrower, this right to reinstate shall not apply in the case of

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There 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 law. 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

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

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

removal or outer remediation of any mazardous substance affecting the property is necessary, borrower small promptly take an 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

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 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 21, including, but not limited to, reasonable

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence 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 or an event or default and or Lender's election to cause the property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner 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 bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public auction to the highest bidder at the property at public and the property at public at the property at public and the property at the property at public and the property at the prop 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 all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth 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 attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

24. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

Security Instrument, the covenants and agreements of this Securit [Check applicable box(es)]  - Adjustable Rate Rider  Graduated Description	at. If one or more riders are executed by Borrower and recorded together with this reements of each such rider shall be incorporated into and shall amend and supplement as if the rider(s) were a part of this Security Instrument.
Graduated Payment Rider Balloon Rider V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]  I definition instrument.  1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accept any rider(s) executed by Borrower and recorde Witnesses:	s and agrees to the terms and covenants contained in this Security Instrument and in
	occurry instrument and in
	CRAIG M. SHUEY Shue (Seal)
	(Seal) -Borrower
	(Seal) -Borrower
	———(Seal)
STATE OF OREGON, KLAMATH	-Borrower (Seal): -Borrower
CKAIG M CUILEY day Of Novem	h
CRAIG M. SHUEY, Single Man, the foregoing instrument to be his	상대가 그렇게 하는 어린 전에 가는 아니는 아니는 아니는 아니는 아니는 아니는 아니는 아니는 아니는 아니
the foregoing instrument to be his  My Commission Expires: 7-7-97  (Official Seal)	tber County ss: . 1993 , personally appeared the above named voluntary act and deed and acknowledged Before me:
My Commission Expires: 7-7-97  Official Seal)	voluntary act and deed.  Before me:  personally appeared the above named and acknowledged
My Commission F	voluntary act and deed. and acknowledged  Before me:  Record And Return To: AMARD MORTGAGE: INC. 1249 N. RIVERSIDE AVENUE
My Commission Expires: 7-7-97  Official Seal)  DEBRA A. WHITE Award Mortgage. Inc. 1249 N. Riverside Ave	voluntary act and deed. and acknowledged  Before me:  Record And Return To: AMARD MORTGAGE: INC.
My Commission Expires: 7-7-97  Official Seal)  DEBRA A. WHITE Award Mortgage. Inc. 1249 N. Riverside Ave	Notary Public for Oregon  Record And Return To: AHARD MORTGAGE, INC. 1249 N. RIVERSIDE AVENUE MEDFORD OR 97501  Page 6 of 8  OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC OREGON COMMISSION OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC OREGON COMMISSION OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC OREGON
DEBRA A. WHITE Award Mortgage, Inc. 1249 N. Riverside Ave. Medford, Oregon 97501	Notary Public for Oregon  Record And Return To: AHARD MORTGAGE, INC. 1249 N. RIVERSIDE AVENUE MEDFORD OR 97501  Page 6 of 8  OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC - OREGON COMMISSION NO. 925921 MY COMMISSION EXPURES JULY 07, 1997
My Commission Expires: 7-7-97  (Official Seal)  DEBRA A. WHITE Award Mortgage. Inc. 1249 N. Riverside Ave. Medford. Oregon 97501  PATE OF OREGON: COUNTY OF KLAMATH: s.	voluntary act and deed and acknowledged  Before me:  Record And Return To: AMARD MORTGAGE, INC. 1249 N. RIVERSIDE AVENUE MEDFORD OR 97501  Page 6 of 6  OFFICIAL SEAL SANDRA 3. CRANE NOTARY PUBLIC - OREGON COMMISSION NO. 025921 MY COMMISSION EXPIRES JULY 07, 1997
My Commission Expires: 7-7-97  (Official Seal)  DEBRA A. WHITE Award Mortgage. Inc. 1249 N. Riverside Ave. Medford. Oregon 97501  PATE OF OREGON: COUNTY OF KLAMATH: s.	yoluntary act and deed and acknowledged  Before me:  Record And Return To: AWARD MORTGAGE, INC. 1249 N. RIVERSIDE AVENUE  MEDFORD OR 97501  Page 6 of 6  OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC - OREGON COMMISSION NO. 025921 MY COMMISSION EXPIRES JULY 07, 1997
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My Commission Expires: 7-7-97  (Official Seal)  DEBRA A. WHITE Award Mortgage. Inc. 1249 N. Riverside Ave. Medford. Oregon 97501  PATE OF OREGON: COUNTY OF KLAMATH: s.	Notary Public for Oregon  Record And Return To: AHARD MORTGAGE. INC. 1249 N. RIVERSIDE AVENUE  Page 6 of 8  OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC - OREGON COMMISSION EXCURSES JULY 07, 1997  S.  B. CO  O'Clock A M and the 15th  15th