 K - F-4/				
 - 1 / A	まず・ さいご	7		
	24 1521		5.50 (2.3)	
 676			1.2	

11-22-93P03:05 ROVD OREGENESSED CARRIES FROM STRAND DESCRIPTION OF THE ORESTS.

Val 1993 Page 30930

AFTER RECORDING MAIL TO:

W.E.S.T.E.R.N., BANK AND MARKET STATE OF THE P 0 BOX 1720 COOS BAY, OR 97420

EPEN 03040670 LOAN NO. 333-4800003

- [Space Above This Line For Recording Data]

- DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 18 STEVEN H. HAUGE and PAMELA ANNE HAUGE

The trustee is ASPEN TITLE & ESCROW, INC beneficiary is WESTERN BANK, AN OREGON BANKING CORPORATION, which is organized and existing under the laws of THE STATE OF OREGON

, and whose address

("Borrower").

("Trustee"). The

("Lender").

Borrower owes Lender the principal sum of Dollars (U.S. \$78,000.00). 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 December 1, 2023 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

Lot 9, Block 6, THIRD ADDITION TO MOYINA, in the County of Klamath, State of Oregon.

(Code 141 Map 3809-360C TE 5200)

which has the address of

1534 KIMBERLY DRIVE [Street]

KLAHATH FALES

(Ciry)

Oregon

97603

("Property Address");

[Zip Code]

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

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

LOAN NO. 333 - 4800003

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. Borrower shall promptly pay when due

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. rayment or rrincipal and interest; rrepayment and Late Charges.

Borrower shall promptly pay with the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Subject to applicable law or to a written waiver by Lender, Borrower shall pay

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower's to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) to Lender on the day monthly payments are due under the Note, until the note is paid in rull, a sum (runds) for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaded assessments which may attain priority over this Security Instrument as a lien on the Property; (c) yearly leaded assessment which may attain priority over the property of the yearly taxes and assessments which may attain priority over this occurrity instrument as a tien on the Property; (6) yearly hazard or property insurance premiums; (d) leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property and (f) any cure parallel food incurence premiums. If any; (e) yearly mortage incurence premiums. reasonous payments or ground rents on the Property, 11 any; (c) yearly mazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Portgage in Surance premiums, if any; and (f) any sums payable by the property is a sum of the property in the payable by the payable b yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (i) any sums payable of Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance.

These items are called "Economy to the payment of the pay borrower to Lender, in accordance with the provisions of paragraph 8, in tieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not premium. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not premium. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not premium. premiums. These items are called "Escrow items." Lender may, at any time, collect and noid runds in an amount to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any 2001 et seq. (RESTA), uniess another law that applies to the runos sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

The runus snan de nead in an institution whose deposits are insured by a rederal 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 the Ferrory Home. Lender may not obered Borrower for holding and applying the Funds appropriate the formula of the Ferrory Home. uncluding Lender, if Lender is such an institution) or in any rederal frome Loan Bank. Lender shall apply the Funds, annually analyzing the pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the accordance with applicable law. pay the Escrow Items. Lender may not charge Borrower for nothing and applying the runus, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law escrow account, or verifying the Escrow Hems, unless Lender pays Borrower interest on the runus and applicable permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real extent to respect to the secretary product and extent to the secretary product and the secretary product and extent to the secretary product and the secretary pro permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time enarge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law requires interest to be paid, Lender shall not be provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Portoyer any interest or earnings on the Funds. provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. I and a shall give to Borrower without charge on agreed accounting of the required to pay Borrower any interest or earnings on the runds. Borrower and Lender may agree in writing, noweve that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds and that interest shall be paid on the runds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The

Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to If the runds need by Lender exceed the amounts permitted to be need by applicable law, Lender snan account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held borrower for the excess runds 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 now to I ander the amount pages to make up the deficiency. by Lender at any time is not sufficient to pay the escrow tiems when que. Lender may so notify Borrower in writing, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in the deficiency is a sufficient to the state of the state

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Opon payment in ruii 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, shall apply any Funds held by I and a st the time of acquisition or sale as a static shall apply any Funds held by I and a st the time of acquisition or sale as a static shall apply any Funds held by I and a st the time of acquisition or sale as a static shall apply any Funds held by I and a st the time of acquisition or sale as a static shall apply any Funds held by I and a static shall apply any funds held by I and a static shall apply any funds held by I and a static shall apply any funds held by I and a static shall apply any funds held by I and a static shall apply any funds held by I and a static shall runds need by Lender. 17, under paragraph 21, Lender shall acquire or sell the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the Unless applicable law provides otherwise, all payments received by Lender under

- 3. Application of rayments.

 Onless applicate law provides otherwise, all payments received by Lender up paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable paragraphs 1 and 2 shall be applied: first, to any late charges due under the Note. paragraphs 1 and 2 shall be applied. Itrs., to any prepayment charges due under the redie, second, to amounts payau under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. sums secured by this Security Instrument. 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. Property which may attain priority over this Security Instrument, and teasenoid payments or ground rents, it 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, or if not paid in that manner. shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of the person snan pay them on time directly to the person owed payment. Borrower snan promptly rurnish to Lender an nonces of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts avidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) Borrower snall promptly discnarge any tien 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 agrees in writing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion to Lender receipts evidencing the payments. good latti the nearby, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instance. operate to prevent the enforcement of the hen; or (c) secures from the noticer of the hen an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to lies which may often adopted the Security Instrument. Lender subordinating the tien 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. to a tien which may attain priority over this security instrument, Lender may give nortower a notice identifying the net 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 keep the improvements now existing or hereafter creeted on the

5. Hazard or Property Insurance. Borrower snall keep the improvements now existing or hereafter creating insured against loss by fire, hazards included within the term "extended coverage" and any other hazards. rioperty insured against 1058 by fire, nazards included within the term extended coverage and any other hazards.

This insurance shall be maintained in the amounts and for the action of the standards that I and a source of the standards that I are standards that including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Berrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Berrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Berrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described subject to Lender's approval which shall not be unreasonably withheld. subject to Lender's approval which shall not be unreasonably withheld. It Borrower tails to maintain coverage describe above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with FORM 3038 9 90 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 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.

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; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty Leaseholds. 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 Berrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear Borrower requesting payment at the Note rate and shall be payable, with interest, upon notice from Lender to

- 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

LOAN NO. 333 - 4800003

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance By Lender Not a 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, 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 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.

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's (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no Borrower's (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred acceleration had occurred; (b) cures any default of any other covenants or agreements; fees; and (d) takes such action 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.

The Note or a partial interest in the Note (together with this Security

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this 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 (known as the "Loan Servicer") that collects monthly payments due under the Note. If there is a change of the Loan 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 information required by applicable law.

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 and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance 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 regulatory authority, that any removal or other remediation of any Hazardous Substance with Environmental Law 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:

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 ruther inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert further inform Borrower of the right to reinstate after acceleration and sale. If the default is not 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 cured on or before the date specified in the notice, Lender at its option may invoke the power of sale and any 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 attorneys' fees and costs of title evidence.

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 in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the applicable auction to the highest bidder at the time and place and under the terms designated in the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of 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.

FORM 3038 9/90

TO AN OWN REPORTED AND AND AND AND AND AND AND AND AND AN	1.3	Mile Carlo		びじびひ
10010000-80401 F FLARING 1001 (F01 'W) 100 o	ritrar property co	* - *	LOAN NO. 333-4	800003
Security Instrument to Trustee. Trustee shall r or persons legally entitled to it. Such person o	apply the proceed to, reasons any excess to any excess to of all sums security Insecurity Insecurity the Persons shall repersons shall reperson to the same repersons shall reperson to the same repersons shall reperson to the same reper	cee's deed shall be prime ceeds of the sale in the lable Trustee's and attor the person or persons lared by this Security Institution and all notes expressive without warranty large any recordation coefficients.	a facie evidence of the trollowing order: (a) to a meys' fees; (b) to all sur legally entitled to it. The ment, Lender shall require the course depth of the course by and without charge to the course of the cour	ruth of III ins juest Trustee this he person
23. Substitute Trustee. Lender may Trustee appointed hereunder. Without conveya power and duties conferred upon Trustee herein	nce of the Pro	perty, the successor trust cable law.	ee shall succeed to all the	e title,
January Court.			attorneys' fees" shall inc	
25. Riders to this Security Instrument. with this Security Instrument, the covenants and amend and supplement the covenants and agree Security Instrument. [Check applicable box(es)]	u agreements (ed by Borrower and rece e incorporated into and s the rider(s) were a part o	
Adjustable Rate Rider Graduated Payment Rider		minium Rider d Unit Development Rid	14 Fami	lly Rider Payment Rider
Balloon Rider Other(s) [specify]		nprovement Rider	Second He	
BY SIGNING BELOW, Borrower accepts Instrument and in any rider(s) executed by Borrowitnesses:	and agrees to ower and reco	the terms and covenants rded with it.	contained in this Security	Ý
ing Para Para Para Pan a Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang Panggalan Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang Panggalang	1 1 1 1			
The second secon		Steven &	J. Hance	
		STEVEN H. HA	UGE	-isonori
		Social Security Num	ber 557-78-5525	5
oran (Banara Mayana) na banda Moran (Banara) Banazar Marabay (Banara) na banda katalan katalan katalan katalan katalan katalan katalan katalan katalan kat			, i	
	-Borrower	PAMELA ANNE	NE HAUSE	(Seai)
Social Security Number				- गाम लगास्करण
(4) A Bard on the Complete Co	A	Social Security Numi	per 543-70-0136	1
the state of the s		***************************************		-Barners
 The second of the second of the		Social Security Numb	er	
Space	Below This Line	For Acknowledgment]		
STATE OF OREGON,	- 1042	Klamath Co	ounty ss:	
On this 18th day of Novenses	NNE HAUG	onally appeared the abov E	e named	
and acknowledged the foregoing instrument to be	their	voluntary act and de-	ed.	
(Official Seal)		Before me:	0	
My Commission expires: July 7, 1997	,			
	1	<u>Dandra</u>	J'allane	
OFFICIAL SEAL SANDRA S. CHANE NOTARY PUBLIC - OREGON COMMISSION NO. 025921 MY COMMISSION EXPIRES JULY 07, 1997			ary Public for Oregon	
TATE OF OREGON: COUNTY OF KLAMATH	: ss.	ê.		
led for record at request ofAsp	en Title	& Escrow	the 22nd	day
NI			1110	6131

Filed	for record at r	equest ofAspen	Title & Escrow	the 22nd	
of	Nov.	A.D., 19 93 at 3:	25 o'clock P M., and	I duly recorded in Vol. M93	4
		or	on Page 309 Evelyn Biehn		
FEE	\$35.00		By ann	County Clerk	