Pleine Return-Jackson Co FED BANK VOLM 23 Page 31421 71944 1225 E. Crater LAKE Medford OR 97504

11-29--- A11:17 RCVD

MTC 31422-HF [Space Above This Line For Recording Data] -

DEED OF TRUST

Loan No: 11803

THIS DEED OF TRUST ("Security Instrument") is made on November 22nd, 1993 JUANITA M. FALLON, , and JIMMY J. FALLON, husband and wife

. The grantor is

, and whose

("Borrower"). The trustee is MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY 222 SOUTH 6TH STREET, KLAMATH FALLS OR 97601

("Trustee"). The beneficiary is JACKSON COUNTY FEDERAL BANK, A FEDERAL SAVINGS BANK

which is organized and existing under the laws of the United States address is 1225 CRATER LAKE AVENUE MEDFORD, OR 97504 NINETY THOUSAND AND 00/100

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

90,000.00). Dollars (U.S. \$ 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 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF. ACCOUNT #4008-017BD-00200, KEY #62394, CODE #021

which has the address of 14747 WORDEN ROAD, KLAMATH FALLS Oregon 97603 ("Property Address"); [Street, Cay].

[Zip Code]

OREGON - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

GR(OR)(9212) Form 3038 9/90 Amended 5/91
VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291 @D -6R(OR)(9212)

Initials: And

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, apportenessees, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Institutes.

All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrew Items," Lender may, at any time, collect and hold Funds in an amount not 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser 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 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 Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying 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 to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law 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. 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 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 Isems 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 sams secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds beld by Lender. If, under paragraph 21, Lender shall ocquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Security lastromates

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and I would be applied first to any prepayment charges due under the Note; we to amounts payable under paragraph 2: sook as energial that, to proceed that so all last to any last charges due under the Note.

4. Chargest Laga. Isonower shall pay all lasts, assessments, charges, fine to a positions auribulable to the Property when said states paragraphs proceed a paragraphs over the Security Instrument, and braschold payments or growing. He are the Security Instrument, and braschold payments or growing. He are the Security Instrument, and braschold payments or growing. conquesti is the insures provided in purispeed 2, or if not paid in that manner, Borr hall pay them on time directly to the per en could payment. Borrower shall promptly family to Leader all notices of Mr. and to be paid under this paragraph. If hereast makes these payments detaily, thempset shall promptly furnish to Leader receipts evidencing the payments.

Secretary what groupply decharge my has which has priority over this Security Instrument unless Berrower: (a) agrees in acting to the proprient of the oringuism should by the firm in a memor acceptable to Lander. (b) comean in good furth the lien by as defends against enforcement of the lies in legal proceedings which in the Lender's opinion operate to prevent the reducement of the lasts of (1) accures from the bulker of the lien an agreement satisfactory to Lender subordinating the lien to that because interested. If Lender dearwises that any part of the Property is subject to a lien which may altern priority over this binaries becomes tender may give Becomes a custic identifying the bin. Becower shall satisfy the lien or take one or more

of the almost at herb above with 10 days of the giving of notice.

1. Hanned or Property Insurance. Homover that keep the improvements now existing or hereafter created on the frequency material aparts from the formation including within the term "extended coverage" and any other housels, including thresh or Marshag. For which Londor requires insurince. This innumeric shall be maintained in the amounts and for the periods the Landa reports. The manufacture carrier providing the manufact shall be chosen by Borrower subject to Londor's approval which whill have be not made and the persons which while has be not made and the formatt fails to manufact described above. Londor may, at Londor's opens, close coverage to provid Londor's rights of the Property is according with paragraph 7.

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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 premiums are professors if not made acceptable in Page 1999.

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 repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums recurred by this Security Instrument, whether or not then due, which then due, Then the insurance carrier has offered to settle a claim, then Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Property 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 the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 1 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.

r to the acquisition.
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the this Security Instrument and shall not be unreasonably withheld, or unless 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, extenuating circumstances exist which are beyond Borrower's control. 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 default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in default and reinstance, as provided in paragraph 18, by causing

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 the Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Protection of 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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may include for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include the property and Lender's rights in the Property. Lender's actions may include the property and Lender's rights in the Property. nor whatever is necessary to protect the value of the Property and Lender's figures 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security
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
Instrument 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
Borrower shall now the premiums required to maintain the mortgage insurance in offset. If for any reason the

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, from an alternate mortgage insure approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insure 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 one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period 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

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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemnation or other taking of any part of the Property. shall be paid to Lender.

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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.

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 condemner 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 Secured by this Secured by Lender to any successor in interest of Borrower shall not be required to 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'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 or the 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 or the Police window 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 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 given by first class mail to Lender's any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's any other address Borrower designates by notice to Lender. Any notice provided for in this Security 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 and the Note are declared to be entered by the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no secolaration had occurred. (b) cures any 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 by the state of the state of the security Instrument and the obligations secured by the security Instrument and the obligations secured the security Instrument and the obligation and the security Instrument and the obligation and the obligation and the obligation and the obligation and the security Instrument and the obligation and the oblig 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.

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19. Sale of Note; Change of Loan Servicer. The Note or a pertial 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 more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer will state the name and given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other 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. 934.10

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 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.

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 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 governmental or regulatory authority, that any 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

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 Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum products, toxic petroleum products, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is lecated 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 under paragraph 17 unless 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 on or before the date specified in the notice may result in acceleration of the sums secured that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured that failure to cure the default on or before the date specified in the notice. Lender after acceleration and the right to bring a court action to assert fite non-existence of a default or any other defense of after acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its Borrower in acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its and may invoke the power of sale, Lender shall execute or cause Trustee to execute a written notice of the recorded all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable at the remedies provided in t

Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons regard content to the 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 appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties appointed nereunder. Without conveyance of the Property, the successor trustee shall success to all the title, power and dubes conferred upon Trustee herein and by applicable law.

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

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| Security Instrument, the covenants and agreements of each security Instrument as it is the covenants and agreements of this Security Instrument as it is [Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider Rate Im | re riders are executed by Borrower and recorded together with this such rider shall be incorporated into and shall amend and supplement of the rider(s) were a part of this Security Instrument. Initium Rider Unit Development Rider Diweckly Payment Rider Dispecify] |
|--|--|
| | |
| are avoiding DTI ONL Description and arreas to | the terms and covenants contained in this Security Instrument and in |
| any rider(s) executed by Borrower and recorded with it. | Julic terms taid covolidate covolidate |
| Witnesses: | Jerusa M. Fullow (Scal) |
| | JUANITA M. FALLON -Borrower |
| | |
| A Committee of the Comm | Jenny Jolla (Scal) |
| | -Borrower |
| | |
| no production and the complete of the complete | (Scal) |
| Borro | And the second of the second |
| 는 사람이 많은 사람이 되었다. 그런 그리고 그 사람들에게 발전하다 하지 않다. 그는 사람들이 되었다. 하는 이 그 사람들이 사람들에게 충대한 기를 받는다. | |
| STATE OF OREGON, KLAMATH | County ss: |
| On this 22nd day of November | , 1993 , personally appeared the above named |
| JUANITA M. FALLON, . and JIMMY J. FALLO | grant days the and acknowledged |
| the foregoing instrument to be Weev volume | ntary act and deed. |
| M. Commission F. S. OFFICIAL SEAL | Before me: |
| (Official Seal) HELEN M. FINK | (1600) 4n Justo |
| COMMISSION NO. 014769 MY COMMISSION EXPIRES APR. 20, 1996 | Notary Public for Oregon |
| MY COMMISSION TO A STATE OF THE | Record And Return To: |
| JANICE MAGALLANES JACKSON COUNTY FEDERAL BANK | |
| 1225 CRATER LAKE AVENUE MEDFORD, OR 97504 | HEDFORD OR 97504 |
| (ID) -6R(OR) (9212) | Page 8 of 6 Form 3038 9/90 |
| | |
| | 요하는 경우 가능하는 것이 되었다. 유명한 발표 수 있습니다. 그 사람들은 사람들이 되었다. |

EXHIBIT "A" LEGAL DESCRIPTION

A portion of Section 17, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at the Northwest corner of Section 17, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South 89 degrees 48' 27" East along the Willamette Meridian, Klamath County, Oregon; thence South 89 degrees 48' 27" East along the North boundary of said Section 17 a distance of 1342.8 feet, more or less, to the East loundary of the NW1/4 NW1/4 of said Section 17; thence South 0 degrees 06' East along said boundary a distance of 365.5 feet to the Easterly right of way boundary of the East boundary a distance of 365.1 feet; thence South 28 degrees 33' East along said right of Keno-Worden Highway as now constructed; thence South 84 degrees 48' East 546.0 feet; thence Way boundary a distance of 705.1 feet; thence South 32 degrees 31' West a distance of 465.68 South 69 degrees 33' East 829.5 feet; thence South 32 degrees 31' West a distance of 465.68 south 69 degrees in the feet to the true point of beginning of this description, which point is marked with a 3/4 feet to the true point of beginning of this description, which point is marked with a 3/4 feet to the true point of land, 175.0 feet to the Southwest in Volume 350, page 490 of Deed Records of Klamath County, Oregon; thence North 69 degrees 33' West along the South boundary of above said Tract of land, 175.0 feet to the Southwest corner thereof which is marked with a 3/4 inch galvanized iron pipe; thence South 89 degrees 36 1/2' East 31' West 668.0 feet to a 1/2 inch galvanized iron pipe; thence South 89 degrees 31' East 536.3 feet of a 3/4 inch galvanized iron pipe; thence North 32 degrees 31' East 536.3 feet from the true point of beginning; thence North 69 degrees 33' West 150.3 feet to the true point of beginning; thence North 69 degrees 33' West 150.3 feet to the true point of beginning; thence North 69 degrees 33' West 150.3 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying within the boundaries of the Keno-Worden Highway.

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