RECORDATION REQUESTED BY:

HIGHLAND COMMUNITY FEDERAL CREDIT UNION

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nqual to annote by Lengton II and standards organisable from DEED DECLERAST. Systable Eartower, and the process of consect to be in client a sur-

DIGATHIS DEED OF TRUST ("Security Institument") Is made on December 7, 1993. The grantor is William B. Bratton and Sally A. Bratton, husband and wife ("Borrower"). The trustee is Mountain Title Company ("Trustee"). The beneficiary is HighLand COMMUNITY FEDERAL CREDIT UNION, which is organized and existing under the laws of the United States of America, and whose address is 3737 SHASTA WAY KLAMATH FALLS, OR 97603 ("Lender"). Borrower owes Lander the principal sum of Thirty Two Thousand & 00/100 Dollars (U.S. \$32,000.00). This debt is evidenced by Borrower's hote dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and payable on January 1, 2009. This Security Instrument sectires 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 project the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Institument and the Note. For this purpose, Borrower irrevocably grants and conveys to Tristee, in trust, with power of sale, the following described properly located in Mamath County, Oregon. Trister a scald a unit point but the bound one properly located in Mamath County, Oregon. property located in Klamath County; Oregon: 1. Trades to account may be paying any secured by a fear which has priority over the Secured by a fear which has priority over the Secured county and the property of the paying and pay to written to be not being the years of the paying and paying any paying the which has been at the paying and the property of the paying and the paying SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF DIGING REQUESTION OF A TENCOCULUS IN EQUINITIES SUCCESSION ngleas to the medge at white:

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camply with all the provisions of the lears, it Borrowsk incluyees for tillo to the Epopsity, the leasted and the locatillustrall inclinings upleas Lander representations concerning Borrowses, occupancy of the Processy residence. If this Security Institution is on a teachioid, Botrows, shall is funder for taled to privide, Lander with any maland information) in connection with the loan evidenced by the stell including, but not impled to interest. Benower shall also be in default if Benows, during the loan application process, gave hallossely jales or this careful utomistion of statem lorientud of the Berrower's interest in this Property of other emission impairment of the Perror created by the Section Testiminant of Landel's ref διάνορο μα δειδομοίο. Το το πολεμό με διάκο οι διάκοσομο μα ρο φιρώσιες χέμα ο μυμό μου το μεταίρε έκτα μυμέ πρε otherwish manually implied thy tear disalted by their Security instructor or Leador insperit, thought, flooring at Edging or may cure allot a default and volvesting a 35ομ, ου επιμείνει τι μικεί τυπος μεκίθερα! (έρει bedd support μι μεμι επέος ει τεύμεια το εκαί του μετεί το πετου ευτήρι οι ahdi ner desney, damige or sepas ing Piqpary, alow ine Properiy is debatarafy or conent waste on the Froperly. Ectrower shall but in default it any млид, мист сочаем этий гот би штоакулабу, минуви от имем вивтилидетсителяюся скат мист, за террай Богомет я солвог. Вол ransuma to decrea has probata us concerci a buindos i españos poi si past autá Assi ajus his riste el escobatea hace e ricidal albemas astesa pa pourby cereben, and the Property of Bortowa's principal residence within soft days also the executor of the Security instrument and shed which year the edgless of 4851 Vit Max. Klamath Falls Credot 52603 ("Ecoborty Addisas"); ever that the broken of the Security instrument and shed

ornic anus picerus pa pue georgia participal representation de processor de la color maio de la color maio de la color maio de la color maio de la color de la co 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." was native to will red and orbitalized or blacked a blacked by the security Instrument as the Property. The security is a security in the security instrument as the Property. The security is a security in the security instrument as the Property. The security is a security in the security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security is a security in the security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the securi

BORROWER COVENANTS that Borrower is lawfully reised 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.

Caudets secting Average to personed the maintenance bloceous and, personed to pie antis econes plants secting the section required or not peal the Third section to the section to the section to the third section to the section to t constitute a uniform security instrument covering real property. Insurance proceeds shall be applied to restain the fire any damaged, if

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: Foundations to the first bree states are sent as a common of the contract of the contrac

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written walver 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 "Fullids" for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property. (b) yearly teasehold 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 morgage 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 morgage insurance premiums. These items are called a payment of morgage insurance premiums. These items are called a payment of morgage insurance premiums. These items are called the maximum energing a londer for a todorally related. "Escrow items." Lender may, at any time, collect and hold Funds in amount not to exceed the maximum amount a lender for a federally related morigage 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. 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 experiditures 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 tederal agency, instrumentality, or entity (including Lender, if Lender is In runds shall be neith 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 pormits Londor to make such a charge. However, Londor 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 sections for all sures secured by this Society instrument. pledgod as additional security for all sums secured by this Socurity 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

Upon program on all of assumy escupgicy this Socially Institutives, teacher that prompey is and as Expense any Functional by tendor Echievor shall make up the deficiency in no more than Noive morethy payments, at anda, may so haliy danosus si wiling and, if fuch casa Sonower shall gay to Londor the ansaction coccessive ordito up the deleatin

OREGON-Single, Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT 1980 DE TRUBBLE DE SON DE FORM 3038 1/9/90 5 (page 1/01/4 pages)

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eccordance with the requirements of applicable law: (it the emount of the Funds held by Lender at any time is not sufficient to pay the Escrow Name 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 payment, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. 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 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 under at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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 paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority

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4. Charges; Liens. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender

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 Lander; (b) contests in good failfr the lien by, or defends against enforcement of the lien of the obligation secured by the lien in a manner acceptable to Lander; (b) contests in good failfr the lien by, or defends against enforcement of the lien. in; legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien Which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

or more of the actions set forth above within 10 days of the giving or notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing of hereafter erected on the Property Insurance. Borrower shall keep the improvements now existing of hereafter erected on the Property Insurance. Borrower shall keep the improvements now existing to hereafter erected on the Property Insurance. Borrower shall be rectained within the term extended coverage and any other hazards, including floods or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that I ander requires. The insurance carrier providing the insurance shall be maintained in the amounts and for the periods that I ander requires. The insurance carrier providing the insurance shall be universely become the providing the insurance of the insurance carrier providing the insurance carrier providing the insurance shall be universely become the providing the insurance of the insurance carrier providing the insurance shall be universely become the providing the insurance of the insurance carrier providing the insurance carrier providing the insurance shall be universely become the insurance carrier providing the i

chosen by Borrower subject to Lender's approval which shall not be unreasonably willned. It borrower has to maintain coverage described anover, Lender may, at Lender's option, obtain coverage to protect Lander'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 shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. It 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 riotice 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 demaged, 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 sortier. If Sorrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, their tender 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 their due. The 30 day benod with 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 of 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.

MUICE 112 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 ilen 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 falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significarity 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 lees and entering on the Property to make repairs." Atthough Lender may take action under this paragraph of the does not have to do so successful and consultant of the paragraph of t Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless that the secured by this Security instrument.

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. Death of the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment. Mortgage Insurance. If Letider 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 montgage insurance previously in effect; lat a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect; from an alternate mortgage insurer approved by Lender. It 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, it 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

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, 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 (Lander 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 transcription that taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender

HIGHLAND COMMUNITY FROERAL GREDIT UNION

RECORDATION REQUESTED BY:

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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 condemner offers to make an award or settle a claim for damages, Borrower falls 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 Walver, 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 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, out of the jurisdiction in which the Property

15. Governing Law; Severability. This Security Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property

15. Governing Law; Severability. This Security Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property

15. Governing Law; Severability. 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; southly subsected William (L. Bratton, and Sally A. Bratton, 12 and known to be the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. CO117. 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 of transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrowar must pay all summer 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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (togsther 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. In There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note of 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, and 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 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 solvenis, 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 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 Borro 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. I Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21; including, but not limited to reasonable attorneys! feet and costs of title evidence of pauses on postoract apages and paragraph 21; including, but not limited to reasonable attorneys! feet and costs of title evidence of pauses on postoract apages and paragraph 21; including, but not limited to reasonable attorneys!

(1) If Lender, Invokes the power of sale, Lander shall execute on cause Trustee to execute a written notice of the occurrence of an event of default and of Legical's election to cause the Property to baiseld and shall sausa curn notice to be recorded in abon county in which any part

ENMA/FHLMC DEED OF TRUST

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BANG TENERS FOR THE SEC PERSONS SIN SPANISH A the Property is connecting by Borrows, or Alisabethonic in Condition Berrows that he condition in the character are the area of a sections. officencial according or other eppicable law otherwise records, the proceeds at all the applicable and red to the according between 99823 Mude o ore

Loan No 138813175 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 France: prescribed by applicable law to Borro persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall and on Borrower, shall sell 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 percels, and in any order/Trustee determines.::Trustee may postpone sale of all or any percel of the Property by public associacement at the time of any previously scheduled sale. Lender or its designee may purchase the Property at any sale: 1 section at the property at any sale. [2 [6] Trustoe shall deliver to the purchaser Trustee's doed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facio evidence of the trust 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, recsonable Trustee's and attorneys all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. conable Trustee's and attorneys' tees; (b) to Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shell 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 inside shall succeed to all the title, power and duties contained upon Trustee herein and by applicable law. 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees' shall include any attorneys' fees awarded by an accellate court 25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Socurity Instrument as if the inder(s) were a part of this Security Instrument. [Check applicable boot(es)] Graduated Payment Ricker

Penned Unit Development Rider

Bason Rider

Rate Improvement Rider

Second Home Rider appeten ej son gelokulanen film Other(s) [specify] Christophy (1995) the first organic hospitation with the transfer of any and another the tra-BY SIGNANG EELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Bondeer and recorded with & 的名词称的现在分词 the Barrier and Change of Lines Declarated the Particle of A particular and the Change of the Change e sensitive appropriate the acceptance Water Transmission of the Control of (Soa)
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EY COMMISSION EXPIRES APR. 20, 1996 3 5 7 2) 24 ranga da ka COSTO CONTRACTOR CONTR a and experience in the first that he have the a B. Bratton and Salty A. Bratton, to me known to be the ed Potary Public, personally appeared Willia esculed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and THE PARTY AND THE PARTY OF THE Live the war and purposed foreign months of 19 93 a, sinciape sited 3444 L.H. net Meba December 10th MM Mountain Title Company. alama or factor agree while while ntesson expires 4/20/96 dury Public in and for the Six and the first of the first of the first of the property of the first o entral description of the second section is the second of the second second second second second second second The second second second second sections is the second second second second second second second second second directival compression of the construction of the form the state of the contributed for the following instruction and the property of the pr neres term is respected industric resource is trained in the correcting condition for the species of the condition of the con trine part i marte se sur ante repetat de portes de contra se proposition de state de la contra contra en la contra contr 15. Survescoria and Assigna Board, John and Asserts Lability Coseptiers, Processerants of according Season from traitable things for respective extends althought sectors. ne treated tent to paying in advince, mody, charitation or the sensition of the security and the figure of an emission in the tail of the treated of the security of the treated of the security of the treated of the security of the securit crismal Bargania on Residens a autoaccon. In utgeent " comos chal nor barbandes de contribus alloches of the contribus of the secured by the Spenity in thinners tracked by London in any authorated all through all through and appropriate tracked and absorption in 11. Borrower will Aulies, ed. Forbestrance by Cender Net a Waver, Establish of Mullime for particular access a contratable of the apply transcript commentative trains and yet aug y or character the science of specifical materials. - Over a larger and Comment came as region in whe had ally objects on a greater of proceed all a find a contract and a contrac processes of the colon falles as tallocation of hopisters in Processes in the superpresent of the content of th to flameste. Buncker, kills in rispord in Lendd, while, so the sing the sing markers is

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land situated in the NE1/4 of the NE1/4 of Section 13, Township 39 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said NE1/4 NE1/4 and on the Southwesterly boundary of Tract 1085 Country Green, a duly recorded subdivision, and being South 00 degrees 18' 23" West 509.25 feet from the Northwest corner of said NE1/4 NE1/4; thence South 00 degrees 18' 23" West 817.30 feet to the NE1/16 corner of said Section 13; thence along the South line of said NE1/4 NE1/4, South 89 degrees 56' 54" East 356.07 feet to the Southerly line of that tract of land described in Volume M87, page 10,229 Exhibit "A" of the Klamath County Deed Records; thence North 72 degrees 58' 03" East along said line, 19.30 feet to a point 15 feet Easterly when measured at right angles from the centerline of the Enterprise Irrigation District Ditch; thence Northerly parallel to said ditch North 38 degrees 13' 35" West 134.69 feet, along the arc of a curve to the right (radius = 285.00 feet, central angle = 17 degrees 21' 40") 86.36 feet, North 20 degrees 51'.55" West 224.49 feet, along the arc of a curve to the right (radius - 335.00 feet, central angle = 37 degrees 46' 05") 220.82 feet, North 16 degrees 54' 10" East 27.02 feet to the most Southerly point of said Tract 1085 Country Green along said subdivision North 23 degrees 24' 16" West 60.00 feet, North 63 degrees 42' 42" West 19.53 feet, along the arc of a curve to the right (radius - 249.23 feet, central angle = 24 degrees 11' 35") 105.24 feet and North 39 degrees 31' 07" West 65.34 feet to the point of beginning, with bearings based on said Tract 1085 Country Green.

LESS AND EXCEPT that portion lying within the Enterprise Irrigation District ditch.

TOGETHER WITH AN EASEMENT for ingress and egress along with Westerly 77.54 feet of Alt Way as shown on the recorded plat of TRACT 1085—COUNTRY GREEN.

STATE OF OREGON: COU	NTY OF KLAMATH:	SS.		, and 1
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