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STATE OF OREGON COUNTY OF KERMATH: 1 55

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Assen #010 40558

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made of 19_93 . The grantor is _JOHN_TRIGG

	ANLOU	and the second	and a second
	("Borrower"). The trustee	is JOHN L. LANGSLET	
GREEN TREE FINANCIAL CO under the laws of OREGON CONTURALATIN, OR 97062	PORATION	("Thustee"), which is org	. The beneficiary i anized and existing
Borrower owes Lender the principal sun THIRTY THREE	ofSIXTY THOUSAND THR	REE HUNDRED FORTY THE	("Lender")
arlier, due and navable on	ument ("Note"), which provides for	This debt is evidenced	by Borrower's note
This Security Instrument secures to Lend extensions and modifications of the Note he security of this Security Instrument; instrument and the Note. For this purpose ollowing described property located in	(b) the payment of all other sums,	idenced by the Note, with interest	, and all renewals,
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ots 7, 8, 9 and 10, Block 2 i the County of Klamath, St	5. SECOND ADDITION TO I	THE CITY OF KLAMATH FA	County, Oregon:
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effentions, had not be deal for recenteed, i turner grace, KLAMATH FALLS Oregon 97601 ("Property Address");

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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. Benefany me une o me riopenty against an enames and ormanis, subject to any circummants of forat. See of all standard of defining and of fundate spatial roads to provide the provident of the second standard of The second standard busines of high of sudges (pair excents an ename state of the second state of the second (5.32) 100Pk

OREGON - Single Family - Famile Man/Freddle Mac UNIFORM INSTRUMENT

Form 3033 492 (page 1 of 6 pages)

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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 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 "Escrow 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 Berrower'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 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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

any Funds held by Lender. 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 Lender at the time of acquisition or sale as a credit against the sums

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien 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. 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards,

including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and ton also the part of the part of the same termine is a part in the part of the part of the same same same same 13 - 3 Consider of the Lindbold, of <u>1999</u> http://www.consider.com/consider-19 - Millinger, a constrained a full of the state of the fillence of the state of th

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to for the periods that Lenger requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender's manufacture of the providence of the providence with personal to activate the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the providence with personal to activate the providence of the p may, ar Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender and shall another shall another all morting and shall more shall another all more shall ano 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 the policies and renewals. The the train of the Borrower shall give promptly give to Lender all receipts and

shall have the right to note 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 Lenger may make proof of loss it not made promptly by borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Oness Lenger and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened. If the of the Property damaged; if the restoration or repair is economically reasible 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 antibility to the entries and the proceeds shall be antibility to the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the proceeds shall be antibility of the entries and the entries and the proceeds shall be antibility of the entries and the entr applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower and the insurance proceeds shall be added and the insurance proceeds s 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 sarrier has offered to sender the insurance sarrier has offered to be be an offered to repair or restore the Property. abandons the Property; or does not answer within 50 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 and the settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property and the settle a claim, then the settle settle and the settle settle settle and the settle settle

settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the propenty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend Oness Lenger and porrower 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. Finder of strench 21 the Property is acquired by Londer Borrower's right to any insurince policies and proceeds resulting

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 form damage to the possibilities shall meet to Lender to the extent of the start of the start by this Security It 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;

0. Uccupancy, rreservation, Maintenance and Protection of the Property; Dorrower's Loan Applications Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the account of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence Leasenoids. Borrower snall 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 within a state of the security of the security instrument and shall continue to occupy the Property as Borrower's principal residence within a state of the security of the security instrument and shall continue to occupy the Property as Borrower's principal residence within a state of the security aner me 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 measured to unless extended or unless extended or to be a start which are beyond Borrower's control. Borrower shall not be Tor 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 determine the property allow the Property to deteriorate or commit waste on the Property Borrowing shall unreasonably withneid, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfaining action or proceeding whether civil or criminal is begun that in Londor's good faith indeman 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 exercise the feature of the proceeding materially impair the lien created by this Security Instrument or Lender's good faith judgment be in default if any fortentitie action or proceeding, whether civil or criminal, is begun that in Lender's good fain judgment could result in forfeiture of the Property of otherwise materially impair the lien created by this Security Instrument or Lender's consistent interact. Bostonian materials and tainstate as provided in paragraph 18 by causing the action or could result in fortenure of the Property of otherwise materially impair the nen created by this occurry instrument of Lenger's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of the Borrower's manual faith determination produces forfeiture of the Borrower'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 Dronaity or other material involvement of the lien created by this Security Institution of the Borrower's contains. proceeding to be dismissed with a ruing that, in Lender's good tath determination, precludes fortenure of the Borrower's interest in the Property of 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 long application process. This materially false or incontract 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 failse or inaccurate information or statematics to I ender (or failed to provide I ender with any material information) in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially faise or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan applications in the Note including but not limited to conversion Recovers's converses of the Property as information or statements to Lender (or failed to provide Lender with any material information) in connection with the ional evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Contribution is on a lessahold, Borrower shall comply with all the provisions of the lessa evidenced by the ivote, 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 Borrowire for title to the Dromartic the tensehold and the for title shall not merce tiples. I and a correct to the a principal residence. It has becurity instrument is on a leasenoid, borrower shall comply with all the provisions of the leasenoid 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 and the for condemnation or forfaiture or to enforce laws or resultions) than Lander contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's fights in the Property (such as a proceeding in bankroptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and not for whatevaries necessary to minister the value of the Demostry and Lender's rights in the Demostry Lender's rights in the Demostry and Lender's rights in the Demostry and Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights in the Demostry Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights and the Demostry and Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights and the Demostry and Lender's rights in the Demostry Lender's rights and the Demostry and Lender's rights in the Demostry and Lender's rights in the Demostry Lender's rights and the Demostry and Lender's rights in the Demostry and Lender's rights and the Demostry and Lender's rights are real to the Demostry and Lender's rights are real to the Demostry and Lender's rights are real to the Demostry and the Demostry and the Demostry and Lender's rights are real to the Demostry and Lender's rights are real to the Demostry and Lender's rights are real to the Demostry and the Demostry are real to the Demostry areal to the Demostry are real to the Demost (such as a proceeding in bankruptcy, probate, for condemnation or forreture 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 naving any sume secured by a lien which has priority over this Security Instrument, appearing in court 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, avoid the Demant to make remains. Although I ender may take ontion under 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 parameter is to do construct the property to make repairs.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Any amounts dispursed by Lender under ints paragraph / shall become auditional debt of borrower secured by ints Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dispursed for the Nictor rate and chall be payable with interest upon notice from Lander to Derrower requestion Security instrument. Unless Borrower and Lenger 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 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this

8. Morrigage insurance. If Lender required mortgage insurance as a condition or making the loan secured by inis Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage parties by ander langes or cases to be in effect. Reprover shall pay the premiums 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 and the mortgage insurance methods at a cost substantially activities to the mortgage insurance methods at a cost substantially. reason, the mortgage insurance coverage required by Lender tapses 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 annihilation previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insurance previously in affect from an alternate mortgage insurance annihilation of the mortgage insur 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 Tender Testihetantially activations insurance previously in effect, from an alternate mortgage insurer approved by Tender Testihetantially activations insurance previously in effect. From an alternate mortgage insurer approved by Tender Testihetantially activations insurance previously in effect. 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 num ability of the version insurance insurance coverage is not available. Borrower when the insurance coverage 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 langed or ceased to be in affect. Tonder will scent the and retain these nationals as a loss recents in list of mortgage a sum equal to one-tweitin 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 coverage in insurance insurance coverage insurance in the option of Lender if mortgage insurance coverage (in apseu or ceased to be in effect. Lender will accept, use and retain mese payments as a loss reserve in neu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the number of the second s

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the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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, 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, divided by (b) the fair market value of the Property immediately before the taking. In the event of a partial taking of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums

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 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, 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 any prepayment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without

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.

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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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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: (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 (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

(known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other 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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by to normal residential uses and to maintenance of the Property. any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located

that relate to health, safety or environmental protection. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in parsuing the remedies provided in this parsgraph 21, including,

but not limited to, reasonable attorneys' fees and costs of title evidence.

DURANT CENTRATION

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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 uccurrence of an event of denting and of Lenger's election to cause the respecty to be sold and shall cause such notice of to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of the be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of the best sold and the second of the second to other non-constant but available low After to be recorded in each county if which any part of the grouperty is located. Lender or irrustee shan give notice of sale in the manner prescribed by applicable law. After the there are the the there are there are the the there are the the the there are the there are t sale in the manner prescribed of applicable law, to norrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determiner. Trustee may not not call of all appendix the Brogerty by making to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parters and in any order Trustee Getermines. 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 convicte

Sauce shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, Trustee shall deliver to the purchaser Trustee's deed chell be prime for a ortidence of the truth of the statements expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, inat any sale.

cluding, but not limited to, reasonable Trustee's and altorneys' fees; (b) to all sums secured by this Security Instru-22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee ment; and (c) any excess to the person or persons legally entitled to it. 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 levely antibled to it. Such person or persons thall not any recordation costs 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee and appoint a successor trustee and appoint a successor trustee to any Trustee and appoint a successor trustee and appoin legally entitled to it. Such person or persons shall pay any recordation costs. appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

ity Instrument and in the Note, "attorneys' fees" shall include any attorneys' ustee herein and by applicable law. d recorded together

conferred upon Thuster Fees. As used	in this security ment	ecuted by Borrower and reconded tog
fees awarded by an appellate court.	Instrument. If one or more riders are ex venants and agreements of each such rider over a fibis Security Instrument as if the r	shall be incorporated into and shall amend shall be incorporated into and shall amend ider(s) were a part of this Security Instrument.
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BY SIGNING BELOW, Borrowe	er accepts and recorded with it.	
BY SIGNING BELOW, Borrowe and in any rider(s) executed by Borro		(Seal)
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Witnesses:	JOHN TRIGG	1777
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known to me to be the identical individual.... described in and who executed the within acknowledged to me that he executed the same freely and voluntarily. E SEAL MONT WHEREOF, I have hereunto set my hand and affixed

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