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under the laws of the United States of American and whose address is 540 Main Street, Klamath Falls, OR 97601 ("Lender").

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and mayable on the statutary 55, 2002 and a statutary for the security Instrument. paid earlier, due and nayable on item January (5, 2009) item and item of the debt evidenced by the Note, with interest, and all renewals, extensions and differenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other; sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender parsuant to the paragraph below ("Future Advances"). FUTURE ADVANCES, Upon request to Borrower, Lender, at Lender's option prior to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Pature Advances, the Borrower, may make Future Advances to Borrower. Such Pature Advances, to Borrower, Such Pature Advances. with interest the teon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are 

Emplois les portue sego. Esta a antivé du color de Early for a consideration of the el chankins (tenter) er that States iof 11, Block 5, SECOND ADDITION TO WINEMA CARDENS; in the County of Klamath, State of Oregon. Code 147. Map 3909-187. TE 5600 Key#508045 ing and the second s - IN SECTION FOR THE STREET Stand the state of 

\*\*\*THIS DOCUMENT IS BEINGARE-RECORDED TO REFLECT THE CORRECT EXECUTED DATE ON age van sk Ash-real-realbh. THE BENIMATINE. ROBINSON TRUST EXECUTED 3230292\*\*\*

\*\*\*THIS DOCUMENT IS BEING RE-RECORDED & THIRD TIME TO REFLECT THE CORRECT DATE OF THE FIRST RECORDING WHICH SHOULD READ '01-03-94 10:37 RCVD". THIS DOCUMENT WAS PREVIOUSLY RECORDED IN VOL. M94 PAGE 12 and VOL. M94 PAGE 6044. \*\*\* "UNDER, OREGON LAW, MOST AGREEMENTS, FROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT, CONCERNING, LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FACILX OF HOUSEFOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S

RESIDENCE MUST BE IN WRITING; EXPRESS CONSIDERATION AND EE SIGNED BY US TO BE ENFORCEABLE"

TOGETHER WITH all the improvements new or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minicral, oil and gas rights and profits, water rights and stock and all fixtures new 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."

2. BORROWER COVENALYTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Broperty and star the Ecoperty is unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all plains and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform enventors for national use and non-uniform covenants with Innited variations by jurisdiction to constitute a uniform security institution covering real property.

OREGON-single Family-FNNA7FIICMC UMIFORM INSTRUMENT 

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In Payment of Erincipal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on Electic evidenced by the Note and any prepayment and late charges due under the Note. 2 Europe for Erres and Insurance. Subject to applicable lay, or to a written waiver by Lender, Borrower shall pay to Lender on the lay monitory payments are due ander the Note, and Stor Note is paid in hull, a sum ("Funds") equal to one twelfth of: (a) yearly takes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground used; of this Property (b) yearly hazard insurance premiums; and (d) yearly possible do construct the Property of Story (c) yearly hazard insurance premiums; and (d) yearly possible do constructions and the property of the Story items." Lender may estimate the Funds due on the possible do correspond a reasonable estimates of former economic terms.

basis of current data and reasonable estimates of future extromitems, and or the The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may give in writing that inferest shall be paid on the Funds. Unless an agreement is made or applicable law tender may agree in writing that inferest shall be paid on the Funds. requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Security, Instrument.

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If the amount of the Funds held by Lender, together with the fisture monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

amount necessary to make up the deficiency in one or more payments as required by Lender. [Jpon 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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain phority over this Security Instrument, and leaschold payments or ground rents, if any. Borrower shall pay these obligations in the manuer, provided interariagh 2, or if not paid in that manuer. Borrower shall

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. Horrower 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 the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Fiorrower: (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, of defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 lient of the lien and agreement satisfactory to be interviewed to the 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

of the group of notices 5. Hazard 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 for which Leader requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. hope while H

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

when the notice is given. Unless Lender and Borrower otherwise avree 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 19 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. Preservation and Maintenance of Property: Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys, fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this unity instrument. Unless Borrower and Lender arree to other terms of payment, these amounts shall bear interest from date of disbursement at the Nore rate and shall be payable with interest, upon notice from Lender to Borrower and a contract the sector

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in the loan secured mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

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 insurance terminates in accordance with Dorrower's and Leoner's written agreement or applicable law.
 .8. 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.
 9. 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 sesting and that he may not be an entries. 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. miles, Borrower and Londer 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 falting, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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 suthorized 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. 10. Borrawer Nos Released; Forbearance By Limiter Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. 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 Horrower'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

modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Note without that Eorrower's consent. 12. 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 of other loan charges collected or to be collected in connection with the loan exceed the permitted limit, 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 refinded 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 oregayment charge under the Note 13. Legislation Affecting Londer's Rights. If exactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies bermitted by pararraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17

Charagraph 17: 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by raailing it by first class mail unless applicable hav 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 nergin or any other address Lender designates by notice to Borrower. Any notice first class mail to Lender's address stated nergin of the result of the set in the property of the set of o 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. Note are declared to be severable. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property of a Beaeficial 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 Dorrower is not a natural Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Dorrower is not a natural Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Dorrower 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

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 farther notice or demand on Borrower. 18, Borrower's Plight 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 julgment enforcing this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, and the Note had no acceleration 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 lief of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower's blight to tenstatement by the applicable attorneys require the secure of the security Instrument fully effective as if no acceleration had occurred. However, this security Instrument and the obligations secured bereby shall remain fully effective as if no acceleration had occurred. However, this right to tenstate shall not apply transcase of acceleration under paragraphs 13 or 17.

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and and hence as follows: TV. A/celeration: Remedies. 12Hder shall are source to Bostower prior to accelention following Borrower's breach bi-allytovening progressing in this Secondy histometric flue not prior to celeration where paragraphs 13 and 17 unless applicable lay provides otherwise). The house 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 nonce is given to Borrower, by which the action required in our default; (c) a date, not less than 30 days from the date the nonce is given to Borrower, by which the action following and (d) that failure to cure the default on pt before the date specified wither action where the default is considered in a dot that failure to cure the default.

on or before the date specified in the notice may result in acculation 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 coun action to assert the non-existence of a detail for 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 hav Lender shall be entitled to collect all expenses incuried in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys fees and costs of the evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence

of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county ill which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without denand 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 determines. Trustee may postpose sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchase: Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitatism the Trustee's deed shall be prime facie evidence of the truth of the statements made therein. Trustee shall to represe the property of the prime for the prime facie evidence of the truth of the statements made therein. Trustee shall applied to react the property of the prime facie evidence of the truth of the statements made therein. Trustee shall applied the property of the prime for the prime facie evidence of the truth of the statements made therein.

apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Truster's and anomeys' rees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally estitled

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the reals of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the Property and to the Property and collection of regis, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall request the Property the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument and states and the person of persons legally entitled to it for a fee of not less than 5500. Such person of persons shall pay any recontation costs.
22. Substitute Trustee, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed herein and by applicable law.
23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.
24. Aftorney's Fees, A sustain this Security Instrument and the Note. "anomeys' fees" shall include any atomeys' fees awarded by an applelate could.
25. Niders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this security Instrument and all recoverants and agreements of his Security Instrument as if the rider(s) were a part of this Security Instrument. [Cheek Applicable Box(es)] 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by

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