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RLS Quality Control ag. 52 date of the post of the Vol. 24 Pege 20036 Autoritation of the property o and sobject the design of the sound of the s THIS DEED OF TRUST ("Security Instrument") is made in the second The spanish of the second of t ("Trustee"). The beneficiary is FIRST INTERSTATE BANK OF CRESON, M.A. which is organized and existing under the laws of the United States of America address is P.O. BOX 3131, Port and, OR 972D8-3131 and whose ("Lender"). Behavior owes Lender the principal sum of This flebt is evidenced by Borrower's note lated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid certier, due and payable on Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and July 01, 2024 . This Security modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in bust with power of sale, the following described country, Oregon:

SER INFORMATION AND ADDRESS OF THE PROPERTY AND ADDRESS OF TRUSTEE, IN BUST WITH POWER OF SALE, the following described Country, Oregon: the bottom cheered by source one of the spiritual of the which has the address of 2403 Lindley Bay. Klamath Palls ("Property Address"); OREGON Single Family - FNMA/FHLMC UNIFO MINSTRUMENT Street, City], -8H(OR)(9453) Form 3031 9/4 Amended 3/4 VMP MORTGAGE FORMS : (800)521-7291 Page 1 of 6 Intiels: 15 175

TOGETHER WITH all the improvements now or heres her erected on the property, and all easements, apparenances, 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 a: the Property.

BORROWER COVENANTS that Form ver is lawfully esised 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 gainst all claims and demands, subject to any encumbrances of record.

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

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

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

1. Payment of Principal and Intercet; Prepayment and Late Charges. Bostower shall promptly pay when due the

or ground rents on the Property, if any; (a yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) ony 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 Borrower's escrow account under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the b isis of current data and reasonable estimates of expenditures of future Escrow Items or

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) of 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 Borr)wer interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the mounts 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 Iue, 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 secure t 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 secured by this

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 l'oie.

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 farmish to Lender receipts evidencing the payments.

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 or, or determs against emotecnment of the lien; or (c) secures from the holder of the lien 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 Security instrument, Lenter may give borrower a nonce meaning in the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrover shall keep the improvements now existing or hereafter erected on the improvements.

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 for the periods option, obtain coverage to protect Lender's right in the Property in accordance with paragraph 7.

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. If Horrower fails to maintain coverage described above, Lender may, at Lender's

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Borrower notice at the time of or prior () an inspection specifying reasonable cause for the inspection. all be paid to Lender.

All insurance policies and reasysals shall be a ceptuble to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. Lender requires, it promptly give to Lender all receipts of paid premiums and renewal notice. In the event of loss Borrower shall give prompt notice to the meightire carrier and Lender. Lender

premiums and renewal notice. In the event of loss Borrower chall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by 13 storyer.

Divides Lender, and Borro wer otherwise agree in writing, in sample proceeds shall be applied to restoration or repair is not economically featible or tender's security featible and Lender's security is not lessened. If the restoration or repair of the security by this Security Institument, 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 exarter has offered to settle a claim, then Property, or does not answer within 30 days a notice from Leader that the insurance carrier has offered to settle a claim then Lender may collect the insurar is proceeds. Lender may use the process to restair 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 nonce is given

by this Security Instrument, whether or not then due, The 30-day period will begin when the nonce is given.

Unless Lender and Borrow is offerwise agree in writing, any application of proceeds to principal small not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraphs I and 2 or change the amount of the payments. If under paragraphs is the extent of the summer policies and proceeds resulting from damage to the payments in the extent of the summer payments. Property prior to the acquisition shall pass to Lendar to the extent of the sums secured by this Security Instrument immediately

of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Propenty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Bottower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unresonably withheld, or unless extenuating circumstances exist vhich 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 light 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 of proceeding 10 be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security It strument or Lender's security interest. Borrower shall also be in default if Rormwer, during the loan application process, gave materially false or inaccurate information of statements to Lender (or failed to provide Lender with any material information) in conjection 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 provision; of the lease. If Borrower acquires fee tide to the Property, the leasthold and the fee title shall

merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or or forfeining 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 lie 1 which has priority over this Security Instrument, appearing in court, paying reasonable automeys, fees and entering on the Property to make reasirs. Although Lender may take action under this paragraph 7, Lender

Any amounts disbursed by Lent er under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Linder 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 macrest, upon notice from Lender to Borrower requesting payment. 8. Mortgage Insurance. If Lender required mortgage insurance as a concinion of making the loan secured by this Security

Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to the contract of the premium required to the contract of the contract o mortgage insurance coverage required by Lender lapses or ceases to so in critici, normower snan pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance required by Lender, if one-mortal pays to Lender each month a sum equal to the vearly mortgage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance premium being paid by Rossonier when the insurance coverage insurance previously in effect, from an alternate mortgage in effect, from an alternate one-twelfth of the yearly mortgage in arrance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an it surer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgige insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any writen 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

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any pirt of the Property, to for conveyance in seu of condemnation, are hereby assigned and Sources where I measure rest money and the first source of the fir

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Is in the event of a total taking of the Property, the proceeds shall be policed to the sains accured by this Security Instrument, whether or not then due, with any excess paid to Be invocate in the event of a partial taking of the Property is saint to the saint and t whemer or not men one, win any excess paid to be not are in the event it a partial making of the remaining the same secured by this Security value of the Property immediately before the taking is small to or great a manufacture in writing, the same secured by this instrument immediately before the taking, unless Borrower and Lender otherwise larger in writing, the same secured by this instrument immediately ectore the taking, timess porrower and Lenter outerwise agree in writing, the sums secured by the sold amount of the proceeds me inplied by the following fraction: (a) the total amount of the Security Instrument shall be reduced by the amount of the proceeds me inplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the ir market value of the Property in which the fair market value of the taking. Any balance shall be paid to Borrower. In (id event of a partial t king of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in redistely before the taking is less than the amount of the sums secured in the sum of the su Borrower and Lender otherwise agree in writing of unless applicable law otherwise provides, the proceeds shall be applied to the

If the Property is abandoned by Borrower, chilf, after notice by Lender to Borrower that the condemnor offers to make an sums secured by this Security Instrument whether ir not the sums are then due. 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 subhorized to collect and make the notice is given. is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the starts secured

oy uns occurry instrument, whether or not then their Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone.

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 Ly Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument grant d by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrot er's successors in interest. Lender shall not be required to

commence proceedings against any successor in interest or refuse to criterid time for payment or otherwise modify amortization of commence proceedings against any successor in sneets or refuse to create time for payment or outcomes another another 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 remady shall not be a waiver of or proclude the exercise of any right or remady shall not be a waiver of or proclude the exercise of any

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 agriculture shall be joint and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covenants and agreements snall be joint and several. Any Borrower who co-signs uns occurrity Instrument only to mortgage, grant and convey that Instrument but does not execute the Note: (a) is co-signing this Security Instrument, (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums of this Security Instrument, (c) as the Receiver to extend modify foregard to the sum of the sum 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 in erest or other loan charges collected or to be collected in connection with the loan and that law is imany interpreted so that the interest of other loan charges contacted or to be conceined in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exceeds the permitted limits will be refunded to Borrower. Definition mint, and (0) any sums already conducted from Borrower which exceeded permissed inmits will be returned 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 previded 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 on the address Borrower designates by notice to Londer, Any notice to Lender shall be given by first class mail to Lender's any other address Borrower designates by notice to Londer, Any notice to Lender shall be given by first class mail to Lender's address contact begins of the contact by notice to Londer. 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.

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 property is located. In the event that any provision or classes of this Security Instrument or the Note that the property is located. In the event that any provision or classes of this Security Instrument or the Note that the property is located. 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

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 or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is probabiled by federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is probabiled by federal law as of the date of this

If Lender exercises this option, Lender hall 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 whain 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

18. Borrower's Right to Reinstate. If E orrower meets cirtain conditions, Borrower shall have the right to have by this Security Instrument without further potices or demand on Bostower. enforcement of this Security Instrument (iscontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security instrument (ascontinued 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 Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred; (b) cures any sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any other security instrument and the Note as if no acceleration had occurred; (b) cures any sums which then would be due under this Security instrument and the property and Berrower's obligation to pay the sums secured by this Security Instrument, including, but 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 Berrower's obligation to pay the sums secured by this Security Instrument. Lender's rights in the Property and Berrower's obligation to pay the sums secured by this Security Instrument. 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.

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19. Sale of Note; Change of Loan Servicer. The Note on a perial interest in the Note (together with this Security Institution) may be sold one or in one times without prior notice to Bonoper A sale may result in a change in the entity (income more changes of the Loan Servicer) that of illers monthly payments due under the Note and this Security Instrument. There also may be one or given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and information evanired by applicable law. The notice will state the name and information evanired 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 at 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 senions shall not apply to the presence, use, or storage on the Property of small quantities of Harardous Substances that are generally recognized to be appropriate to normal residential uses

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 I nowledge. 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

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 aspessos 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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 21. Acceleration; Remedice, 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 at d 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 pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place

of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, 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, including, but not limited to, reasonable Trustee's and attorneys' fees; (5) to all sums secured by this Security Instrument; and (c) any excess

22. 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 reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

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

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13. Riders to this Security Instrument. If one is a more released by Enrithedre and recorderate in the instrument, the coverants and agreements of the security has more and the component of the security has more and supplement products of the product of the pro		ne de more riders &	t executed by Bein	te fat sam teconom me.	d smilement
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EXHIBIT "A"

A tract of land situated in the S 1/2 NW 1/4 of Section 5, Township 39 South Range 9 East of the Willamette Meridian in Township 39 South, Kange Flast of the Willamette Meridian the County of Klemath, State of Oregon, more particularly described as follows:

Beginning at all iron pin located South 429.0 feet and East 945.8 feet from the iron pin which marks the Southwest corner of the NW 1/4 NW 1/4 of Section 5; thence East 120.0 feet to an iron Pin; thence South 119.0 feet to an iron pin; thence west 120.0 feet to an iron pin; thence west 120.0 feet, more or less, to CODE 4 MAP 3909 5BC TL 3800

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