When Recorded Please Mail To:

Golden Circle Financial Ser/ices 1801 E. Edinger Ave. Santa Ana, CA 92705

1070 33/57 [St ace Above This J te For Recording Data]

## DEED () F TRUST

RICHARD O REBISON and LAVERNE ROBISON as TEMANTS BY THE ENTIRETY Mountain Title Company of Klamath County ("Trustee"). The beneficiary is .... under the laws of the State of California 1801 E. Edinger Ave. San a / na. CA 97 05 ("Lender"). Borrower the same date as this Security Instrument "No e"), which provides for monthly payments, with the full debt, if not paid repayment of the debt evidenced by the Noe, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under pan graph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coveries to and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and convers to Trustee, in rust, with power of sale, the following described property 

See At ached Exhibit A

Oregon 97739 [Civy]

OREGON—Single Family—Farnis Mae/Freddia Mac JINIFORM INC. T. UNIFACT.

BANKERS SYS EMS, INC., ST. CL DUD, MN 56302 (1-800-397-2341) (1 RM IA HI-OR 2/14/91

Form 1990 (pagety) o pages)

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

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

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

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

secured by this Security Instrument.

5. Hazard or Property Insurance. Borrower st a I keep the improvements now existing or hereafter erected on the

TOOETHER WITH all the in provements now or pereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. A I replacements and additions shall also be covered by this Security

BORROWER COVENANTS that Borrower is lawfull / seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Prope ty is unencumb red, except for encumbrances of record. Borrower warrants and will defend generally the title to the Propert against all clau is and demands, subject to any encumbrances of record.

This Security Instrument contibines uniform ovenants for national use and non-uniform covenants with limited

1. Payment of Principal and Interest; Prepa ment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the lebi-ividenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and I sur ince. Subject ( applicable law or to 1 written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under 1 e Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over 11 s Security Instrumen as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; ( 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 provisons of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any 1 r. e, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan hay require for Bornwer's escrow account under the federal Real Estate Settlement Procedures Act of 174 as amended from time to time, 12 U.S.C. § 2601 et seq ("RESPA"), unless another law that applies to the Funds vits a lesser and unt. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser at roun. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of tuture Escrow I t us or otherwise in accordance with applicable law.

The Funds shall be held in an a stitution whos deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an ir stitution) or in u y Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Be Tower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrow contress 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, unks applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paic. Lender shall vet be required to pay Forrower any interest or earnings on the Funds. Borrower and Lender may agree in vrit g, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of he Funds, sho ving credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as actitional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the a quirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow to ms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount recessary to make up the deficiency. Borrower shall make up the

Upon payment in full of all sums secured by this security Instrument, I ender shall promptly refund to Borrower any Funds held by Lender. If, under par ignal h 21. Lender shill acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Full ds held by Levier at the time of acquisition or sale as a credit against the sums

3. Application of Payments. I nless applicab t law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied firs to any prepayin nt charges due under the Note; second, to amounts payable under paragraph 2; 'hird, to interest due; fourth o principal due; and last, to any late charges due under the Note.

Charges; Liens. Borrov er shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security In thument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the mauner provided in para graph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed paymen: Borrower shal promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes it ese sayments directly, Borrower shall premptly furnish to Lender receipts evidencing

Borrover shall promptly discharge any lien wheat 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 let in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures fro n the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Ins a ment. If Lend a determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lende nay give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth a nove within 10 days of the giving of notice

Property insured against loss by fire, hazar is included with n the term "extended coverage" and any other hazards, including floods or flooding, for which Lende requires insurance. This insurance shall be maintained in the amounts and for the

Initial Initia

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carrier and Lender. Lender may mak; pro if of loss if not 1 lade promptly by Bo Tower.

Instrument immediately prior to the acquisition.

fee title to the Property, the leasehold and le fee title shall to it merge unless Lender agrees to the merger in writing.

under this paragraph 7. Lender does not have to do so.

payment.

8. Mortgage Insurance. If then it required most gage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall say be premiums to juired to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Bo- ower of the montgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mo tgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to on:-two lfth of the year to mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and ratain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve pay 1 ents may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall p y the premium a required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for most gage insurance e ids in accordance with any written agreement between Borrower and Lender or applicable law.

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

periods that Lender requires. The insurant e carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasorably withheld. If B is rower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in accordance with paragraph 7.

All insurance policies and rinevids shall be ac a ptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renew is. If Lender requires, Borrower shall promptly give to Lender all receipts of said premiums and rene val 1 offices. In the 3 ent of loss, Borrower shall give prompt notice to the insurance

Unless Lender and Borrower other vise agree in wr ting, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or epair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible (r Lu der's security v alld be lessened, the i isurance proceeds shall be applied to the sums secured by this Security Instrument, what ier or not then tue, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 do s a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may us: he proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or no hen due. The 3 ) day period will begin when the notice is given.

Unless Lender and Borrower other wise agree in viting, any application or proceeds to principal shall not extend or postpone the due date of the monthly pay nents referred to in paragraphs 1 and 2 or change the amount of the payments. If

under paragraph 21 the Property is acquired by Lender. I orrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the equisition shall pass to Lender to the extent of the sums secured by this Security

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy estat lish, and use the Property as Borrowe 's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy inless Lender of perwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circum stan es exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property of deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whe her livil or criminal is begun that in Londer's good faith judgment could result in forfeiture of the Property or otherwife in iterially impair he lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, a provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith dete mination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, luring the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any naterial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Secur to Instrument is on a lea eheld, Borrower shall comply with all the provisions of the lease. If Borrower acquires

7. Protection of Lender's Fight; 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 ban crupt by, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is a cessary to prou ct the value of the Property and Lender's rights in the Property. Lender's actions may include paying iny ums secured b/ a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys fees and entering or the Property to make repairs. Although Lender may take action

Any amounts disbursed by Leader under this part graph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

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10. Condemnation. The proceeds of any award or claim for tamages, direct or consequential, in connection with 10. Condemnation. The proceeds of any award or claim for camages, 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 that he event of a total taking of the Property in which the whother or not then due with any average add to Rorrows. In the event of a partial taking of the Property in which

assigned and shall be paid to Lender. by this Security instrument immediately before the 14 sing, unless Boy ower and Lender our erwise 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 secured immediately by one the taking livided by the Security instrument shall be reduced by the taking livided by the Security instrument immediately by one the taking livided by the Security instrument shall be reduced by the taking livided by the Security instrument immediately by one the taking livided by the Security instrument immediately by one the taking livided by the Security instrument immediately by one the taking livided by the Security livided by the Sec 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 be one the taking. In the event of a partial taking of the Property immediately before the taking. Any balance shall be said to Rorrower. total amount of the sums secured immediately D: ore the taking, invided by (b) the fair market value of the Property in which immediately before the taking. Any balance shall be hald to Borrow: In the event of a partial taking of the Property in which the fair trarket value of the Property immediately is fore the taking it less than the amount of the sums secured immediately. immediately before the taking. Any paramee shart or had to Borrower in the event of a partial taking of the Property in which the fair Market value of the Property immediately by fore the taking is less than the amount of the sums secured immediately before the taking unless Rorrower and Lendes otherwise agrees in critical or unless applicable law otherwise arrowders the parties agrees in critical or unless applicable law otherwise arrowders. the fair market value of the Property immediately is fore the taking 1s less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due perore the taking, unless porrower and Lender out rwise agree in triting or unless applicable law otherwise proceeds shall be applied to the sums secured by this Security Instrument of the sums are then due. of shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borri were or if, after no ine by Lender to Borrower that the condening to the sums of the sums of the sums of the sums are then due. If the Property is abandoned by Born well or it, after not e by Lender to Bornower that the condeninor offers to make all award or settle a claim for damages. Bornower fails to real and to Lender within 30 days after the date the notice is make all award or settle a claim for damages. Bornower fails to real and to restoration or repair of the Property or in make all ender is authorized to collect and annive the proceeds at its authorized to collect and annive the proceeds.

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, I ender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to given, I ender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to given, I ender and security Instrument, whether or not then die.

Unless I ender and Rorrower otherwise as see in writing at a application of proceeds to principal shall not extend or the sums secured by this Security Instrument.

otherwise modify amortization of the suits so ured by this security instrument by reason of any demand made by the original Borrower of Borrower's successor; in afterest. Any fix the earline by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of a particular or remedy. not be a waiver of or preclude the exercise of a 17 right or reme by

Borrower's interest in the Property under the terms of this Seculity instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and it ) at less 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. Set the up this accounty instrument; and to all account the land any other horrower may agree to extend, mounty, torbear this early accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Long Charges—If the long account how his Security Instrument is subject to a long which the long accounts the long account.

estunded to Borrower. Lender may choose to make this return 1 by reducing the principal owed under the Note or by making a circet payment to Borrower. If a refunct reduces principal, if e reduction will be treated as a partial prepayment without any prepayment charge under the Note. prepayment charge under the Note.

declared to be severable.

the date of this Security Instrumen.

remedies permitted by this Security 11 frument without further notice or den and on Borrower.

In the event of a total taking of the Property the proceeds stant be applied to the sums secured by this fair market value of the Departy immediately before the taking is qual to or greater than the amount of the sums secured instrument, whether or not then due, with any exciss plug to borrower, in the event of a part it taking of the Property in which the fair market value of the Property immediately before the taking is a qual to or greater than the amount of the sums secured by this Security Instrument immediately before the 12 zing unless Borrower and Lender otherwise agree in writing the sums the fair market value of the Property immediately be't re the taking is t qual to or greater than the amount of the sums secured by this Security Instrument immediately before the training, unless Bor ower and Lender otherwise agree in writing, the sums agreed by this Security Instrument chall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the

Unless Lender and Borrower otherwise ag ee in writing, if y application of proceeds to principal shall not extend or unless Lender and Borrower otherwise ag ee in writing. If y application of proceeds to principal shall not extend or unless Lender and Borrower otherwise ag ee in writing. postpone the due date of the monthly payments referred to in part graphs 1 and 2 or change the amount of such payments.

11. Regression Not Delegged: Rephage 1 and 2. Mot a Waiser. Extending the since for payments. ne the due date of the monthly payments is effect to in pair graphs 1 and 2 of change the amount of such payment of 11. Borrower Not Released; Forbears age By Lender Not a Waiver. Extension of the time for payment of the supersystem of smoothest of the supersystem interest. 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums set used by this Security Instrument granted by Lender to any successor in interest. Lender of Borrower shall not operate to release the liar lity of the original payment or shall not be required to commence proceedings against any strenges or in interest or refuse to extend time for payment or shall not be required to commence proceedings against any strenges or in interest or refuse to extend time for payment or shall not be required to commence proceedings against any strenges or in interest. of Borrower shall not operate to release the liar fity of the original Borrower or Borrower's successors in interest, Lender or shall not be required to commence proceedings against any stockers in interest or refuse to extend time for payment or shall not be required to commence proceedings against any stockers in interest or refuse to extend time for payment or shall not be required to commence proceedings against any stockers in interest or refuse to extend time for payment or shall not be required to commence proceedings against any stockers in interest or refuse to extend time for payment or shall not be required to commence proceedings against any stockers in interest or refuse to extend time for payment or shall not be required to commence proceedings against any stockers in interest or refuse to extend time for payment or otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify amortization of the sun's set used by this Stourity Instrument by reason of any demand made by the otherwise modify and the set used by the set use

not be a waiver of or preclude the exercise of a 17 right or remental ability; Co-signers The covenants and agreements of this 12. Successors and Assigns Bound; Juint and Several Lability; Co-signers The covenants and agreements of this 12. Successors and Assigns Bound; Juint and Several Lability; Co-signers The covenants and agreements of this Security Instrument shall bind and benefit the accessors and agreements of this security Instrument shall be a sint and several Any Rotrower's covenants and agreements of this covenants. Security Instrument shall bind and benefit the accessors and a signs of Lender and Borrower, subject to the provisions of uccessors and agree ments shall be onto and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Security Instrument but does not execute the Note: (a) so-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. Borrower's interest in the Property under the terms of this Security Instrument agree to extend, modify, forbear or secured by this Security Instrument: and to access that Lender and any other Borrower may agree to extend, modify.

ny accommodations with regard to the 1 mis of this Sec 1 ity instrument of the vote without that bottom sectored by this Sec 1 ity Instrument is subject to a law which sets maximum loan and that have a sectored by this sectored by the sec charges, and that law is finally interpreted so that the interest of other loan charges collected by the amount seems to reduce the partial decrease of the loan exceed the partial decrease of the loan exceed the partial decrease that the interest of the loan exceed the partial decrease that he reduced by the amount seems to reduce with the loan exceed the partial decrease that he reduced by the amount seems to reduce the loan exceed the partial decrease that he reduced by the amount seems to reduce the loan exceed the partial decrease that he reduced by the amount seems to reduce the loan exceed the partial decrease that he reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the amount seems to reduce the loan exceed the partial decrease that the reduced by the loan exceed the partial decrease the loan exceed t 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; the a: (a) any such I can charge shall be reduced by the amount necessary to reduce with the loan exceed the permitted limit; the a: (a) any such I can sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits and (b) any sums already or flected from Borrower which exceeded permitted limits are sums already or flected from Borrower which exceeded permitted limits are sums already or flected from Borrower which exceeded permitted limits are sums already or flected from Borrower which exceeded permitted limits are sums already or flected from Borrower which exceeded permitted limits are sums already or flected from Borrower which exceeded permitted limits are summary and the sum already or flected from Borrower which exceeded permitted limits are summary and the sum already or flected from Borrower which exceeded permitted limits are summary and the sum already or flected from Borrower which exceeded the permitted limits are summary and the sum already or flected from Borrower which exceeded the permitted limits are summary and the summary are summary with the loan exceed the permitted limit; tr(a; (a) any such I an charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already of flected from Borrower which exceeded permitted limit; and (b) any sums already of flected from Borrower the Note as his refin I by reducing the principal owed under the Note as his refined to the principal owed under the Note as his refined to the principal owed under the Note as his refined to the principal owed under the Note as his refined to the principal owed under the Note as his refined to the new the charge to the permitted must, and to any sums already a flected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund to by reducing the principal owed under the Note or by making a refunded to Borrower. Lender may choose to make this refund to by reducing the principal owed under the Note or by making a refund to Borrower. If a refund reduces principal, it is reduction will be related as a partial prepayment to Borrower.

14. Notices. Any notice to Berrow r provided for a this Security Instrument shall be given by delivering it or by 14. Notices. Any notice to Berrow r provided to a this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicate law requires use of another method. The notice shall be given by first class mail unless applicate law requires to be another method. The notice shall be given by first class mail unless applicate law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender. Any notice to Lender shall be given by first class mail unless applicate the law requires to Lender shall be given by first class mail unless applicate the law requires the law r mailing it by first class mail unless applicate law requires vice of another method. The notice shall be given by first class mail Address or any other address. Borrower des gnates by notice to Lender, Any notice to Lender shall be given by first class mail address or any other address. Lender designates by notice to Borrower. Any notice provided for in this to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Address or any other address Borrowe des gnates 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 to Lender's address stated herein or any other address Lender designates by notice to Borrower at Lender when given as provided in this paragraph.

Security Instrument shall be deemed to have been given to 6 shower or Lender when given as provided in this paragraph. Decurity instrument snau be deemed up nate: occur given to a provided when given as provided in this paragraph.

15. Governing Law; Severa villing. This Security Instrument shall be governed by federal law and the law of jurisdiction in which the Property is Ocaled, in the event i at any provision or clause of this Security Instrument or the Note which can conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are be given effect without the conflicting travision. To this end the provisions of this Security Instrument and the Note are continues with applicable law, such conflict snau not arrest 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.

16. Borrower's Copy. Bon owe: shall be given a te conformed copy of the Note and of this Security Instrument. 10. Borrower's Copy, Bollow: Small be given the communication by the Property of any interest in Borrower. If all or any part of the Property or any interest in Borrower. 17. Transfer of the Property of a Beneficial Inferest in Borrower. If all or any part of the Property of any interest in Borrower is sold or transferred and Borrower is not a natural person) 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. I ender may a 15 option require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in 8 prower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, a. is 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.

of this Security instrumen.

If Lender exercises this of tion. Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 30 days from the late. The notice is do it and to mailed within which Dominate and the notice is do it and to mailed within which Dominate and the notice is do it and to mailed within which Dominate and the notice is do it and to mailed within which Dominate and the notice is do it and to mailed within which Dominate and the notice is do it and the notice of acceleration. of not less than 30 days from the late this Security Instrument. If Room were the same prior to the expiration of this period. Lender may invoke any this Security Instrument. If Room were the same prior to the expiration of this period. Lender may invoke any this Security Instrument. If Room were these same prior to the expiration of this period. of not less man bu days from the late the notice is us the reservoir of the expiration of this period, Lender may invoke any this Security Instrument. If Borrewer ails to pay the standard property in the reservoir of the expiration of this period, Lender may invoke any the standard property in the reservoir of the expiration of this period, Lender may invoke any the standard property in the reservoir of the expiration of this period, Lender may invoke any the standard property in the reservoir of the expiration of this period, Lender may invoke any the standard property in the reservoir of the expiration of this period, Lender may invoke any the standard property in the standard property

to permitted by this security, I statistic without further mones of densitions. Borrower shall have the right to have 18. Borrower's Right to Relastate. If Born wer meets certain conditions. Borrower shall have the right to have

instrument; and (c) any excess to the per on or persons | gally entitled to it.

enforcement of this Security Instrura ant discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for teins atement) befor sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enfor ing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due upler this Security Instrument and the Note as if no acceleration had occurred. (b) cures any default of a ty other covera nts or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, r asonable 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 in trument shall continue unchanged. Upon reinstatement by Borrower. this Security Instrument and the obliq ations secured I areby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the a se 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 nore times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer") dust collects monthly ayments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unn lated 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 rew Loan Servi a r and the address to which payments should be made. The notice will

20. Hazardous Substance 1. Berrower shall not cause or pennit the presence, use, disposal storage, or release of any Hazardous Substances on or in the Fraperty. Borrowe shall not do, nor a low anyone else to do, anything affecting the Property that is in violation of any Eng ronmental Lav. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small qualitities of Hazaic sus Substances that are generally recognized to be appropriate to

Borrower shall promptly give ander written it lice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory againty or private party involving the Property and any Hazardous Substance or Environmental Law of which Bor ow: has actual kno vledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal other remediat on of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all ne less any remedial actions in accordance with Environmental Law

As used in this paragraph 20, "H tzardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the followin: substances: g r oline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials a maining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environm: ital Law" means federal laws and laws of the jurisdiction where the Property is NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. I ender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreen ent n this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice hall 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 cefault on or better the date specified in the notice may result in acceleration of the sums secured by this Security Insa ument 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 imme liate payment in full of all sums secured by this Security instrument without further dem inc and may invol e the power of sale and any other remedies permitted by applicable law. Lender shall be entitle I to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the powe of ale, Lender stadl 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 my part of the roperty is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable aw to Borrowe and to other persons prescribed by applicable law. After the time required by applicable law, T usice, without dem and on Borrower, shall sell the Property at public auction to the highest pidder 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. Frustee may a stpone 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

Trustee shall deliver to the purchaser Trust a '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 datements made therein. Trustee shall apply the procee is of the sale in the following order: (a) to all expenses of the ale, including, but not limited to, reasonable Trustee's and attorneys' fees: (b) to all sums secured by this Security

22. Reconveyance. Upon payme 1 of all sums see ared by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surred der his Security It's rument and all note: evidencing debt secured by this Security

instrument to Trustee. Trustee shall reconnegally entitled to it. Such person or persons  23. Substitute Trustee. Let der Trustee appointed hereunder. Without consistent duties conferred upon Trustee herr in at 24. Attorneys' Fees. As used attorneys' fees awarded by an appellate councilled the security instrument. Security Instrument, the covenant and supplement the covenants and agreen Instrument. [Check applicable box(es)]	eyance of the ed by applicable this Security I t.  ument. If one and agreement tents of this Se	o time remove Trustee and a operty, the successor trustee slaw.  strument and in the Note, "a or more riders are executed by the feach such rider shall be in the successor.	ppoint a successor trustee to any hall succeed to all the title, power attorneys' fees" shall include any borrower and recorded together incorporated into and shall amend
Graduated Payment Rider Balloon Rider  Cher(s) Ispecify   Exhibit	Planu Ratu	ed Unit Development Rider Improvement Rider	Biweekly Payment Rider Second Home Rider
By Stoning Below, Borrower aco and in any rider(s) executed by Borrower a	pts and agrees id recorded will	o the terms and covenants conit.  Richard 0.	Roberty (Seal)
		Social Security NumberR	570-44-3174 Olusev Ison(Seal)
O-ACIAL SEAL LINDA ROSS INOTARY PUBLIC-OREGON COMMESSION NO. 034295 MY COMMISSION EXPIRES JUNE 28, 19 PB	$\sim$		-Borrower
STATE OF OREGON	U	Line For Acknowledgment)	77
COUNTY () Deschute:  This instrument was acknowledge Richrad O. Robis and (Seal if any )  My commission expires: 6-28-9	before me on . andLave ;	te Robison	name(s) of person(s)].
	REQUEST F (	R RECOVEYANCE	G Notable Cities
TO TRUSTE:  The undersigned is the holder of to other indebtedness secured by this Deed and this Deed of Trust, which are deliver this Deed of Trust to the person or person	of Trust, have te	reconvey, without warranty, a	Said note or notes, together with all directed to cancel said note or notes all the estate now held by you under
Date:	*******		

## EXHIBIT "A"

Lot 17, Block 3, WAGON RAIL ACREAGES NO. I THIRD ADDITION, TRACT NO. 1136 according to the official plat thereof on file in the office of the County Clrek of Klamath County,

STATE	OF OREGON:	OUNTY ()F & LAMATH:
Filed fo	r record at requ	CAMATH: IS.
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