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Vol. mg4 Page 27119

DIRECTORS MORTGAGE LOAN CORFORATION P.O. BOX 12012 RIVERSIDE CA 92502-2212

LOAN NUMBER: 8357824

BRANCH: MED

MTC 3550-W Space Above T is Line For Recording Date

DEED OF TRUST

THIS DEED OF TRUST ("Security bustrument") is in ide on

AUGUST 22, 1994

. The grantor is

TIMOTHY J HENNESSEY AND KILL! W. HENNESSEY, HUSBAND AND WIFE

('Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, AN OFEGON CORP.

("Trustee"). The beneficiary is DIRECTORS MORTGAGE LOAN CORPORATION

A CALIFIRNIA CORPCEATION

which is organized and existing under the laws of

CALIFORNIA

, and whose

eddress is 1595 SPRUCE STREET RIVERSIDE, CA 92507

PIFTY ONE THOUSAND TWO HUNDRED AND NO/10

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 51,200.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for nonthly payments, with the full debt, if not paid earlier, the and payable on SEPTEMBER 01, 2024. This Security Instrument secures to Londer (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument and the Note. For this purpose, Borrower intervocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

()REGON-Single Family-Fannie Mae/Freddl | Max: UNIFORM INST UMENT

Form 3038 9/90 Amended 9/92 D-5058-1 (04/94)



LCT 8 IN BLOCK 31 OF HOT SPRINGS ADDITION () THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THER 3 OF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 1862 LEROY STREET KLAMATH FALLS, OR 97601

862 LEROY STREET CLAMATH FALLS, OR 97601

("Property Address");

"Mailing Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the preperty. All replacements and additions shall also be covered by this Security histrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that f orr) wer is lawfully eized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property and unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security insulument covering real property.

UNIFORM COVENANTS. Borrover and Lender cover and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applie ble law or to a written waiver by Lender, Borrower shall pay to Le ider on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any (c) parly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance p emitims, if any; at c (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of moregage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an arount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow a count under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.5 C. Section 2011 et seq. ("RESPA"), unless another law that applies to the Funds sers 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 lue on the bas s of current data and reasonable estimates of expenditures of future Es crow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (vicluding Lender, if Lender is such an ins 1 ution) or in ary Federal Home Loan Bank. Lender shall apply the Funds to pay the Exerow Items. Lender may not charge Bons wer for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Len ler (ays Borrower or erest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require B) rower to pay a me-time charge for an independent real estate tax reporting service used by Lender in connection with this ban, unless are icable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, ender shall not be required to pay Borrower any interest or earnings on the Funds. Barrower 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 dibit to the Funds was made. The Funds are pledged as add tional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts perm tted 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 Escrov Iter is when due, Lander may so notify Porrower in writing, and, in such case Borrower saall pay to Leader the amount necessary o make up the leftciency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all suras sacured by this \$ curity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shal acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Cender at the tire of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any preplyment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any lete charges due under the Note.

4. Charges; Liens. Borrower shall p ty all taxes, assessin ints, charges, fines and impositions attributable to the Property which may attain priority over this Security It strument, and I asshold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided it par graph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lie 1 which has pru rity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lie 1 in, legal prox eedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the 1 en an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Bor ower a notice it entifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 theys of the giving of notice.

5. Hazard or Property Insurance By Tower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, haz trds included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires a nature of the periods insurance shall be maintained in the amounts and for the periods insurance requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. It Borrower fails of maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable o 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.

Unless Lender and Borrower otherwise a gree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible or Lender; security wou to 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 notice from an ender that the insurance carrier has offered to settle a claim, then hender 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 othe wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly pay nerse referred to in a argraphs 1 and 2 or change the amount of the payments. If under paintgraph 21 the Property is acquired by 1 ender, Borrowte's right to any insurance policies and proceeds resulting from dan age to the Property prior to the acquisition shall pass to an extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Main enance and Protect on of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the P t perty as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are seyond Borrova r's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit was a 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 Preperty or otherwise materially impair the ten created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18 by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfei ure of the Borrower's interest in the Property or other material impairment of the lien created by this decurity Instrument or Lender's security interest. Borrower shall also be in default if Bo rower, during the loan application ploces, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowet's occupancy of the I roperty as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merg: unless Lender agraes to the merger in writing.

7. Protection of Lender's Rights in the Property. If Bo rower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that a sy significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfe ture 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 proceeding that over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering or the Property to made a repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

- 8. Mortgage Insurance. If Lender equited mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to numeritain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or call as 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 Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not a a liable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance openium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain hese payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the opino 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 pay the premiums required to maintain mortgage in urance in effect or to provide a loss reserve, until the requirement for mortgage insurance ends in a cordance with any written a greement between a Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent that that the reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an its pection specify it greasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and small be paid to Lender.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, or ided by (b) the fair market value of the Property immediately before the taking is a secured of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise, gree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument when event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise, gree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument when event of a partial taking of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market valu

If the Property is abandoned by Borre wer, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Juless 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 part graphs 1 and 2 or change the amount of such payments.

- of amortization of the sums secured by this Security Instrument, ranted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or B trower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refers to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason or any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joirt and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the uccessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agree nents shall be oint and several. Any Borrower who co-signs this Security

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Se surity Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) at rees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Sec urity Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan chan e shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums alrea by collected from a Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by red s ing 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 Borrowei pro ided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Bort ower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. Thi Security Insument 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 othe provisions of this Security Instrument or the Note which can be giver effect without the conflicting provis on. To this end the provisions of this Security Instrument and the Note are declared

16. Borrower's Copy. Borrower shall be given one con τ med 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, a quire immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercise; by Lender if exercise is prohibited by federal law as of the date

f Lender exercises this option, Lender shell give Borrowe notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is relivered or muled within which Borrower must pay all sums secured by this Secur ty Instrument. If Borrower fails to pay the se sums prior at the expiration of the speriod, Lender may invoke any remedies pennisted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstau. If Borrower meas certain conditions, Borrower shall have the right to have enfort ement 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 he Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment inforcing this St surity Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security 1 istrument and the Note as if no acceleration had occurred; (b) cures my default of any other covenants of agreements; (c) pars all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable at orne ys' fees; and (1 takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Leader's rights in the I roperty and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon tenstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no a celeration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly payments due und: the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which pays should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. 9 arrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environment I Law. The pre eding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Forrower shall promptly give Lender writ en notice of an investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private puty involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Bo rower learns, o is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance of ecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazar lous 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, nate ials containing a sbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" please federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental projection.

NON-UNIFORM COVENANTS. Bonower and Lender for her covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to do acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify:

(a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and take 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 it il 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 attorneys' fees and costs of title 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 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 Box ower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without clemand on Box ower, 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 design ee may purchase the Property at any sale.

Trustee shall deliver to the purchaser I rustee'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; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 22. Reconveyance. Upon payment (f a | 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 with a trusteent to the person or persons legally entitled to it. Such person or persons shall pay at y recordation (c) sts.
- 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 conferred upon Trustee herein and by applicable aw.
- 24. Attorneys' Fees. As used in this Secu ity Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.
- 25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such t der shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider	[] Condominius Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improve nent Rider	Second Home Rider
V.A. Rider	Other(s) [specify]	

BY SIGNING BELOW, Borrowet acts pts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: Borrov e -Borrower (Seal (Seal) Borrow e -Borrower (Seal) (Seal) -Borrow 2 -Borrower (Sign Original Only) STATE OF OREGON. Hamath County ss:
Augus: 1991 , personally appeared the above named On this day of TIMOTHY J. HENNESSEY, KELLY W. ENNESSEY and reknowledged the foregoing instrument to se his/her/then voluntary act and deed. My commission expires: ^/7/97 Before me: (Official Seal) ssica Whiteatch OFFICIAL SEAL JESSICA WHITLATCH NOTARY PUBLIC - ORI GON COMMISSION NO. 021491 MY COMMISSION EXPIRES NOV 17, 11 97 STATE OF OREGON: COUNTY OF KLAMAI H: Evelyn Biehn County Clerk

By Daylow Mullinder FEE \$40.00