## 89106

WHEN RECORDED MAIL TO:

COMMERCE SECURITY BANK 1515 RIVER PARK DRIVE SACRAMENTO, CA 95815

LOAN # 0000626010

[Space Above This Line For Recording Data] DEED OF TRUST

THIS DEED OF TRUST ("Securit / Instrument") is made on SEPTEMBER 20, 1994 CHARLES R. TAYLOR AND SANDRA J. TAYLOR, HUSBAND AND WIFE

0-03-94P03:23 RCVD

("Borrower"). The trustee is KLAMA: H COUNTY TITLE COMPANY

15-47101

("Trustee"). The beneficiary is COMMERCE SECURITY BANK, ITS SUCCESSORS AND/OR ASSIGNS

which is organized and existing under the laws of CAL IFORNIA address is 1515 RIVER PARK DRIVE, SUITE 100, SACRAMENTO, CA 95815 , and whose

ONE HUNDRED THIRTY FIVE THOUS AND & 00/10)

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

Dollars (U.S. \$ 135,000.00

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. The grantor is

This debt is evidenced by Borrower's rote dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not pa d earlier, due and payable on OCTOBER 1, 2024 Instrument secures to Lender: (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 (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevo cably grants and conveys to Trustee, in trust, with power of sale, the following described KI AMATH PARCEL 1 OF MAJOR LAND PAR TITION 51-91, FILED NOVEMBER 20, 1991, SITUATED IN County, Oregon:

SECTION 11, TOWNSHIP 39 SOUTH, RANGE 8 ELST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

which has the address of 7777 BALSAM DRIVE, CLAMATH FALLS Orcgon 97603 ("Proper y Address"): [Zip Code] OREGON - Single Family - FNMA/FHLMC JNIFORM INSTRUMENT (22) -6R(OR)(9212).01 Form 31/38 9/90 124 Ameniled E/92

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VMP MORTGAGE FORMS - (800)521-7291



[Street, City],

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

BORROWER COVENANTS that 30mower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbere I, 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 instrument covering real property. UNIFORM COVENANTS. Borrow x and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges.

principal of and interest on the debt evid enced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Borrower shall promptly pay when due the

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premium; if any; and (f, any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the phyment of mort age insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amoun 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 Settlement 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 basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Burrover interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to ray 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 p ty Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, it at 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 amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when thie, 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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 1 ender 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 (f acquisition or sale as a credit against the sums secured by this

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in part graph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promp by furnish to Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, I orrower shall promptly furnish 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 lich in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Bor ower a notice identilying the lien. Borrower shall satisfy the lien or take one or more

of the actions set forth above within 10 day i of the giving of notice. 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld if Horrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's ights in the Property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Leider requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of los i, Berrower shall give prompt notice to the insurance carrier and Lender. Lender

Unless Lender and Borrower otherwise agres in writing, insurant a proceeds shall be applied to restoration or repair of the may make proof of loss if not made promptly by horrower. Property damaged, if the restoration or repair is (convenically feasible and Lender's security is not lessened. If the restoration or

repair is not economically feasible or Lender's security would be less ened, the insurance proceeds shall be applied to the sums repair is not economicanty reasone or Lender's security would be ics ened, incomsurance proceeds shall be appred to the sums secured by this Security Instrument, whether o' not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender mere offered to repair or restore the Departy of to not the new collect the insurance proceeds. Lender mere use the proceeds to repair or restore the Departy of to not come compared. Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured

being in a concerne insurance proceeds. Leaver may use the proceeds to repair or restore the release of being of the source of t 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrov'er's right to any insurance policies and proceeds resulting from damage to the

Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. prior to the acquisition.

Borrower shall occupy, establish, and use the Froperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the uns security insumment and shan commute to occupy the Property & 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 beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Borrower's control. Borrower shall be in default if one forfaiture extension of 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 begur, that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a outdivise matching inpan the neutron of the section grant matching inclusion of proceeding to be dismissed with a ruling that, in default and reinstate, as provided in paragraph 1{, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence: 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 provisions of the lease. It Borrower acquires fee title to the Property, the leasehold and the fee title shall

7. Protection of Lender's Rights in the Property. If Borrow er fails to perform the covenants and agreements contained in not merge unless Lender agrees to the merger in writing.

this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a and security instrument, or more is a logar proceeding that may again the or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Al hough Lender may take action under this paragraph 7, Lender Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

Instrument. Unless Borrower and Lender (gree to other terms ) f payment, these amounts shall bear interest from the date of does not have to do so.

disbursement at the Note rate and shall be pryable, with interest, upon notice from Lender to Borrower requesting payment. 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the

mortgage insurance coverage required by lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the covant coverage substantiany equivalent to the mongage insurance previously in check, at a cost substantiany 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 previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insuranc; coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being prid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these paymen's 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 payments may no longer be required, at the option of Lender. It mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insur r approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mongage insurance in effect, or to provide a loss reserve, until the requirement for mongage insurance and in coverdence with one weights to provide between Borrower and Lender or emplicable low

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give 3. Inspection. Lenger of its agent may make reasonable entries upon and inspections of the rioperty. Lenger shan give Borrower notice at the time of or prior to in inspection specifying reasonable cause for the inspection. 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation other taking of any not of the Property or for conveyance in lieu of condemnation are bergin assigned and condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 30844 whether or not then due, with at y excess paid to Bon ower. In the event of a partial taking of the Property in which the fair market value of the Property immediate ly before the taking is equal to or greater than the amount of the sums secured by this 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 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 tefore the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the ovent of a partial taking 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 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 Ins rumont whether or not the sums are then due.

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

by this security instrument, when er of not then due. Unless Lender and Borrower other wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. **11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification for another to gave the this Security Letterment empted by Lender to gave application of the sume of Decomposition of the sume security letterment empted by Lender to gave application of the sume security by the formation of the sume security letterment empted by Lender to gave application of the sume security letterment empted by Lender to gave application of the sume security letterment empted by Lender to gave application of the sume security letterment empted by Lender to gave application of the sume security letterment empted by Lender to gave application of the sume security letterment empty letterment application of the sume security letterment empty letter

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Le ider in exercising any right or remedy shall not be a waiver of or preclude 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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the N the: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument: and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or

make any accommodations with reg rd w the terms of this Security Instrument or the Note without that Borrower's consent. 13. Loan Charges. If the loan secured by this Socurity 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 change shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

14. Notices. Any notice to Bon owe provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable aw 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 aldress Lender designates by notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. **15. Governing Law; Severabilit**. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such co iflict 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, a quire 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

If Lender exercises this option, Lender shall give Borrow er notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice s delivered or mailer within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

18. Borrower's Right to Reinstate. If Borrower mests certain conditions, Borrower shall have the right to have

enforcement of this Security Instrumert discontinued at any time prior to the carlier 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 e forcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such a tion as Lender may reasonably require to assure that the lien of this control to the sume secured by this Security instrument, including, but Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if n 2 arc eleration had oc urred. However, this right to reinstate shall not apply in the case of

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conferred upon Trustee herein and by applicable law 24. Attorney's Fees. As used in the Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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Such person or persons snall pay any recordation costs. 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

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 is in the property of the property Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it.

or any previously scheduled sale. Lender or its designed biay 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 expressed or impued. The recitais in the trustee's deed shall be prima facte 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 the statement for the trustee's and utter and the sale in the following order: (b) to all expenses of the sale, including, but not interem. Frustee snan apply the proceeds of the sale in the following order: (a) to an 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

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 applicable law, i rustee, without deruand on borrower, such sen the property at public auction to the highest blocer at the time and place and under the terus designated in the notice of sale in one or more parcels and in any order Trustee to the time and place and in any order trustee and place and under the terus designated in the notice of sale in one or more parcels and in any order Trustee and place and under the terus designated in the notice of sale in one or more parcels and in any order Trustee and place and under the terus designated in the notice of sale in one or more parcels and in any order Trustee and place and under the terus designated in the terus designated in the notice of sale in one or more parcels and in any order Trustee and place and place and under the terus designated in terus time and place and under the terb is designated in the notice of sale in one or more parcels and in any order i rustee 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. Letter or its designee may purchase the Property at any sale.

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 or an event of default and of Lender's election to cause the property to be sold and shall cause such house 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 in each county in the true property is located. Lender or Trustee shall give notice of sale in the manner in each county in which any part of the Froperty is located. Lenger of a fusite shan give nonce 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 to borrower and to other persons prescribed by applicable law. After the time required by

borrower to acceleration and saw, if the default is not cured on or before the date specified in the nonce, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand option, may require immediate payment in this or an 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 and may invoke the power of sale and any other remoties permitted by applicable law. Lender shall be entitled to conect 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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of 21. Acceleration; Kemenies. Lenger snau give notice to borrower prior to acceleration following borrower's oreact of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless any covenant of the potice shall specify (a) the default. (b) the action required to one the default (c) any covenant or agreement in this becurity instrument (our not prior to acceleration under paragraph 17 unless applicable law provides otherwiss). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) applicable law provides otherwis!). 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. that famore to cure the default on or denore the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate of a default or one other default of the reset the non-wisteneo of a default or one other default of by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of a default or any other defense of the defense of anter 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 sak. If the default is not cured on or before the date specified in the notice, Lender, at its

or which borrower has actual known uge. It 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 essary remedial actions in accurdance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by As used in this paragraph 20, Hazardous Substances are those substances defined as toxic or nazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic Environmental Law and the following substances: gasonne, kerosene, other hammable or toxic petroleum products, toxic petroleum petroleum products, toxic petroleum products, toxic petroleum p this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any Borrower shall promptly give Lender written notice of any investigation, claim, demand, tawsuit or other action by any governmental or regulatory ager cy or private party involving the Property and any Hazardous Substance or Environmental Law governmental or regulatory ager cy or private party involving the Property and any mazardous Substance or Environmental Law of which Borrower has actual krowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any provide other provide the Deposition of any Herondous Substance of Substance

20. Hazardous Substance: Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 20. Hazaruous Substances. Borrower snall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property to the property of the pr that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one print ore times without prior notice to Borrower. A sale may result in a change in the entity (known the security) is the sole of the sole of the security in the sole of the s as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one of the Note and this Security Instrument. There also may be one of the Note and the security Instrument. 30845 as the "Loan Servicer") that conjects monthly payments due under the Note and this sectority historical. There also may be one of 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 more changes of the Loan SC VICE unrelated to a safe of the INOIE. If there is a change of the Loan Servicer, Boltower 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 notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and given written nonce of the change in accordance with paragraph 14 above and applicable law. The nonce will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

19. Sale of Note; Change of Loan Servicer.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 30846 Security Instrument, the covena its and agreements of each such rider 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. Graduated Payment Ricer Condominium Rider Planned Unit Development Rider Balloon Rider 1-4 Family Rider Rate Improvement Rider Biweckly Payment Rider V.A. Rider Second Home Rider O her(s) [specify] BY SIGNING BELOW, Born wer accepts and agries to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. CHARLES R. TAYLOR (Seal) -Borrower Sandra Q Taylor SANDRA J. (Scal) -Borrower (Seal) -Bor ower (Seal) STATE OF OREGON, On this 3700 day of Sist -Borrower County,ss: Challes R. Taylor + Sardra J- aufor the foregoing instrument to be - the or voluntary act and d , personally appeared the above named voluntary act and deed. My Commission Expires: V28/9(6 and acknowledged Before me: OFFICE SEAL GENINE JOHNION NOTARY PUBLIC - CREGON COMMISSION NO. (1877 8 MY COMMISSION EXMIRES SEI 7:23, 1996 Notary Public for Oregon @ -6R(OR) (9212).01 100 6 of 6 Form 3038 9/90 STATE OF OREGON: COUNTY OF KI AM ATH: ŚŚ. Filed for record at request of \_\_\_\_\_ Klamath County Title Co Oct A.D., 19 94 at 3:23 O'clock P. M. and duly recorded in Vol. \_ Mort Jages of day FEE \$35.00 on Page \_\_\_\_\_\_30841\_ M94 Evelyn Blehn - County Clerk By Qui une Mullendore

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