AFTER RECORDING MAIL 10: WESTERN BANK P 0 80X 869 COOS BAY, OR 97420

LOAN NO. 333-4710422

MTC 33498-HF

DED OF TRUST

THIS DEED OF TRUST ("Secur ty Instrument") is made on OCTOBER 26 1994 DAVID E. HURST, and PATRICIA L. HURST Michael and a second of the se

. The grantor is

The trustee is MOUNTAIN TITLE COMPANY beneficiary is WESTERN BANK, AN OREGON BANKING CORPORATION,
which is organized and existing under the laws of THE STATE OF OREGON, and whose
is P. O. BOX, 86.9, COOS BA, OR 974.0
Borrower owes Lender the principal sum of One Findred Four Thousand Dollars and no/100
Dollars (U.S. \$ 1.04,000,00). This dobt is evidenced by Borrower's note dated the same date as

("Borrower"). ("Trusiee"). The , and whose address

Dollars (U.S. \$ 104,000,00). This debt is evidenced by Borrower's note dated the same date as this sequenced by the Note, with interest, and all renewals, e tensions and modifications of the Note; (b) the payment of all other sums with interest, and all renewals, e tensions and modifications of the Note; (b) the payment of all other sums with interest, and all renewals, e tensions and modifications of the Note; (b) the payment of all other sums with interest, and all renewals, e tensions and modifications of the Note; (b) the payment of all other sums with interest advanced under the note; (c) the payment of all other sums with interest advanced under the note; (c) the payment of all other sums with interest advanced under the note; (c) the payment of all other sums with interest advanced under the note; (d) the note is the note; (e) the payment of all other sums with interest advanced under the note; (e) the payment of all other sums with interest advanced under the note; (e) the payment of all other sums with interest advanced under the note; (e) the note is the note; (e) the payment of all other sums with interest advanced under the note; (e) the note is the note; (e) the note; (f) the note is the note; (f) the note is the note is the note; (f) the note is the note is the note; (f) the note is the note is the note is the note is the note; (f) the note is the note is the note is the note; (f) the note is the ("Lender"). other sums, with interest, advanced under paragraph 7 transfer protect the security of this Security Instrument; and (c) the performance of Borrower's covenar ts and agreements under this Security Instrument and the Note. For this purpose, performance of Borrower's covenarts and agreements under this Security Instrument and the Note. For this purpos Borrower irrevocably grants and co ivey to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

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Which has the address of a sequence 517.6 P A I R WAY I R-IV Enter 1 KLAMATH FALLS Oregon 976.03 ("Property Address"): [City]

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

BORROWER COVENANTS that Born wer is lawfully eised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbated, except for encumbrances of record. Borrower and convey the Property and that the Property is unencumped so, except for encumprances of record.

Warrants and will defend generally the t tile to the Property at aimst all claims and demands, subject to any encumbrances of record.

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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. Borrower and Lender covenant and agree; s 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 evidenced 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 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 premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lie u of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage los a may require for Borrower's escrow account under the federal Real Estate Settlement Proce lures. Act of 1974 as mended from time to time, 12 U.S.C. 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 auture 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 n and 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 Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender ray require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection vith this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law require interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however that interest shall be paid on the Funds. Lender shall give to Borrower, wit tout 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 secure d by this Security Instrument.

If the Funds held by Lender exceed the amounts remarked 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 Escriw It ams when due, I ender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount nece sary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Secu ity Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides other vise, 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 tax is, as sessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and least hold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph and 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 mades these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the 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 a ay give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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All insurance policies and renewals shall be acceptable to Len der 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 no ices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if a st made promptly by Borrower.

Unless Lender and Borrower otherwise a gree in writing, insulance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, on does not answe within 30 days a notice from Lender that the insurance carrier has offered to settle a claim them Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or 10 pa/sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise 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, Borrower's right to any insurance policies and proceeds resulting from damage to the Prope ty p for to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Mainten ance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, estab ish, and use the Projecty 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 date of occupancy, unless I ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circums ances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impaint the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any fortaiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in fortaiture of the Projecty or otherwise materially impair the lien 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 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. Sorrower shall also be in default if Borrower, during the loan application process, gave materially false or naccurate information or statements to Lender (or failed to provide Lender with any material information) in connect on with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Leader agrees 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 may significantly affect Lender's rights in the Property (such as a proceeding in bankrupte), probate, for conder mation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whitever 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 a asonable attornays' fees and entering on the Property to make repairs. Although Lender may take action under this para graph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and I ender 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 payment.

- 3. Mortgage Insurance. If Lender is quired mortgage instrance 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 cost to Borrow er or the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twel the of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Less reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement be wear Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable en ries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior of an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any avard 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 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, 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately tefore the taking unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrumen 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, divided by (b) the fair market value of the Property immediately before the tal ing. Any balan e shall be 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 less than the amount of the sums secured immediately before the taking, unless Born wer 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.

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, Borr ower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and app y the proceeds at its option, either to restoration or repair of the Property or to the sums secured by this Security Ir strument, whether or not then due.

Unless Lender and Borrower otherwise agree in w iting, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reference to in paragraph; 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Londer Not a Wa ver. Extension of the time for payment or modification of amortization of the sums secured by the s Security Instalment 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 agains any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 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 ast igns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by the security Institutent; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear o mule any accommo lations with regard to the terms of this Security Instrument or the Note without that Borrower's consert.
- 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 sucl loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be 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 an / prepayment charge inder the Note.
- Any notice to Borrower prov ded for in this Secur ty 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 lesignates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated here n or any other address Lender designates by notice to Borrower Any notice provided for in this Security Instrume at shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- This Security Instrument shall be governed by federal law and the law of the 15. Governing Law; Severability. jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this a d the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- If all or, any part of the Property or any interest 17. Transfer of the Property or a Beneficial Interest in Borrover. in it is sold or transferred (or if a beneficial intenst in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, I ender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay hese sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument w thout further no ice or demand on Borrower. munes that Fight for its

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ry remedies permitted of the service 阿阿 there has been species agrees ા હતું આવ્યું (મુખ્યોલ જ્યાર છે. OREGON-INGLE FAMILY-FUMA/FILMCUNIFOLM INSTRUMENT FORM 3038 9/90 he PAGE 4 OF HE , that is the con-ISC/CMDTOR/0291/3038(9-90)-L1((= 1); 8(E)(6)338 (1): Militaria serua l'era-ve cen calada. Il l'identi Elido de impolitació de l'especia de l'identi Elido de impolitació de l'especia de l'identi de iscurio actività actività del l'identi de iscurio actività de l'especia del l'identi de iscurio actività de l'especia del l'identi de iscurio actività de l'especia del l'identi de iscurio actività del californi del l'identifica del californi de l'especia del californi del l'identifica de l'especia del californi del californi del l'identifica del californi del कार्यक्षेत्र । म À. poduna i red justi realy 1900 PT : U Managerier bei and golony come an bed a banco Bro Webulga be a acu au देखान अल्पास में १ महादेश में हैं जिस में एउं of the stone ad the state of the second state of the second transfer to 插一点物料 作物 難以 经相关证证 ton an ody I and which have It is to रे मध्येत्री हर जुला हमाने जुलि स्थि । एक्टी स्थिति है। मही toff beig pier to the constant of by this said for the trackets. It is negles, benedier the Projectory the 数(00) and 10gh | 新韓·金國河 | 持持事 with tradium 1 con might in the phoon to the many of the mind in part of the mind in the property of the mind in the phoon of the p the transferance from the encounters in the र्मेन है। हेर ब्यामेका प्रमेश एकर बिस माना बेर्ग है। एस tald to Lene i mit subject full sit in wise in the tall in the subject of the sub tigiget sander malt ville 1, man eine mit ich trender ei gabliger aus, ort er ung battere g - राजाहरी, इतिहा हा १६ वहेंदी है है के का का विदेश की सीहित हैं । वर्ष The firmer combigner and a consequent of the

13. | Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinual at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement, before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all 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 covenar is or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this 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 no acceleration had occurred. However, this right to reinstate shall 1 ot apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer.

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The Note or a partial interest in the Note (ogether with this Sex urity Instrument) may be sold one or more times without prior notice to Borrower. A sale may esul in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under 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 the e is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 1-1 above and applicable law. The notice 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 information is stired by casplicable lawer shal not cause or pe mit 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 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 Haza dous Substances that are generally recognized to be appropriate to normal residential uses and to man tenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual boowledge. If Bo rower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any H ızardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gas line, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbic des, volatile solvent, materials containing asbestos or formaldehyde, and radioactive materials. As used in this para graph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender furthe covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Bor ower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 natice Lender at its option may require immediate payment in full of all sums secured by this Security Instrument with out further den and and may invoke the power of sale and any other remedies permitted by applicable law. Len ter 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

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 Pro perty is located. Lender or Trustee shall give notice of sale in the manner prescribed by applice ble law to Borr ower and to other persons prescribed by applicable law. After the time required by a pplicable law, Trus ee, without demand on Borrower, shall sell the Property at public auction to the highest biddler at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. 1811-12 those s 知其子 模块

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Trustee shall deliver to the purchaser I rustee's deed a nveying 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: hall 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 of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender II ay 5 om time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without co ivey mee of the Prop rry, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee here n and by applicable law.

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

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BY SIGNING BELOW, Borrower ac ser	2 and agrees to the terms and covenants contain	ned in this Security
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EXHIBIT "A" LEGAL DESCRIPTION

That portion of the SE1/4 SE1/4 of Section 14. Township 39 South. Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying East of k.I.D. Lateral A-3-a (F-4), more particularly described as follows:

Beginning at the Southeast corner of said Section 14; thence Vesterly along the South line of said Section 14 a distance of 287.00 feet to the e. boundary of K.I.D. Lateral A-3-a (F-4): thence Northerly along the East boundary of said Lateral to the North line of the SE1/4 SE1/4 of said Section 14; thence Easterly along the North line of the Set/4 SE1/4 of said Section 14 a distance of 311.0 feet to the E2 st line of said Section 14; thence Southerly along the East line of said Section 14 to the point of beginning, less the County Southerly along the East line of said Section 14 to the point of beginning. Road right of way along the South boundary of the above described property.

ALSO LESS that portion conveyed to Klamuth County for road purposes included in a strip of and 100 feet in width. 50 feet on each side of the center line of a County Road, which line is described as follows:

Beginning at Engineer's center line Station 392 +46.69, said station being 1407.15 feet North and 1325.54 feet West of the Southerst corner of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, thence North 89 degrees 57' 40" East 1052 feet; thence on a 2000 foot radius curve right (the long chord of which bears South 85 degrees 25' 12" East) 322.46 feet; thence South 3') degrees 48' 04" East 458.10 feet; thence on a 2000 foot radius curve left (the long chord of which bears South 85 feet; thence on a 2000 foot radius curve left (the long chord of which bears South 85 feet; thence on a 2000 foot radius curve left (the long chord of which bears South 85 feet; thence North 89 degrees 10' 58" East 871.13 feet to degrees 48' 33" East) 349.62 feet; thence North 89 degrees 10' 58" East 871.13 feet to Engineer's center line Station 360+00.

TOGETHER WITH all improvements now located or, hereafter picced thereon, including but not limited to (1) 1994 EATON PARK MANUFACTURED HOME LODEL #5111 Serial #11820288 HUD #265436, 265437, & 265438.

Trustors covenant and agree that the improvements hereinable described are now, or will be within a reasonable period of time hereafter, permanently affixed or, form, and remain a part of said real property, and that such improvements shall not be detached or removed therefrom.

Account #3909-01400-00100, Key #576610, (ode #089

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