01-03-95 03:35 RCVD Volm95 Fage 109

When recorded mail to: HEADLAIDS MORTGAGE COMPANY 1100 LARISPUR LANDENG#290 LARKSPUR, CA 94939

LOAN # 432608

7 344 13JW

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 14, 1994. GARY L. MORROW AND ELIZABETH H. MORROW, HUSBAND AND WIFE

The grantor is

("Borrower").

The trustee is MARIN CONVEYANCING CORPORATION, A CALIFORNIA CORPORATION

("Trustee").

The beneficiary is EEADLANDS MORTGAGI COMPANY , A CALIFORNIA CORPORATION

which is organized and

existing under the laws of THE STATE OF (ALIFORNI).

and whose address is 1160 N. DUTTON F. E. #250, SANTA ROSA, CA

Borrower owes Lender the principal sum of PIPTY NINE THOUSAND SIX HUNDRED AND NO/100***** 计表示表对表示表示表示表示 医多种皮肤皮肤皮肤皮肤皮肤皮肤 经营工 美食 \$59,600.00) This debt is evideral ed by Borrower' note dated the same date as this Security Instrument ("Note"). which provides for monthly payments, with the fall dobt, if not paid ca lier, due and payable on JANUARY 1, 2025. This Security 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 property of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) if e performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Berrox er irrevocably 3 ants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAM! TH

PARCEL 2 OF PARTITION PLAT NO. 51-93, SITUATE IN LOT 43 OF CLOVERDALE, ACCORDING TO THE OFFICIAL PLAT THEREC! ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGO

which has the address of 5611 DELAVIAR ? AVENUE, KLAMATE FALLIS

[Street, City],

Oregon

97603

[Zip Code]

("Proper y Address");

ORECON- Single Family -FNMA/FHLMC UNIFO! M 15 STRUMENT VMP-6R(OR) (9212) Form 3038 9/90 Amended 8/2 ORVIDEED 311 ORVDEED

Page 1 of 5

of the foregoing is referred to in this Securi y In trument as the ' Property."

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

UNIFORM COVENANTS. Borrower and Londer covenant and agree as follows:

to protect Lender's rights in the Property in accordance with paragraph 7.

or not then due. The 30-day period will begin when the notice is given

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 proper y. A 1 replacements and additions shall also be covered by this Security Instrument. All

FORROWER COVENANTS that Borrower slawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencum bere 1, except for en a mbrances of record. Borrower warrants and will defend generally the title to the Property against all claims at d de nands, subject to any encumbrances of record.

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

1. Payment of Principal and Interest; Prep syment and Line Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Not: and any prepartient and late charges due under the Note.

2. Funds for Taxes and Insurance. Sul jec: o 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 the s Scourity 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 oremiums; (d) yearly flood insurance premiums, if any; (e) yearly mongage insurance premiums, if any; and (f) any sums payable by Barrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance pre niums. These it ms are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the ir aximum amou it 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 it. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expendin res of future E x row Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution where deposits are in sured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any a deral Home Lax n Bank. Lender shall apply the Funds to pay the Escrow Items. Lender nay not charge Borrower for holding at day plying 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 may require Borrower to pay a one-time charge for a sindependent real estate tax reporting service used by Lender in connection with this loar, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall no be required to pay Borrower any interest creamings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrow e, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each det i to the Funds was made. The Funds are pledged as additional

If the Funds held by Lender exceed the arrour is permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable aw. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, I coder may so not by Borrower in writing, and, in such case Borrower shall pay to Lende the amount necessary to make up the def ciency. Borrow a shall make up the deficiency in no more than twelve monthly

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 1f, under paragraph 21, Lender shall acquire or sell the Fr. perty. Lender, prior to the acquisition or sale of the Property. shall apply any Funds held by Lender at the time of accuisition or sale as a credit against the sums secured by this Security Instrument. 3. Application of Payments. Unless applicable law provides o I erwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment that the Note. second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due; and last, to any late chargest lue under the Note. 4. Charges; Liens. Borrower shall pay all texes assessments, charges, fines and impositions attributable to the Property which

may attrur priority over this Security Instrument, and I asehold payments or ground rents, if any. Borrower shall pay these obligations in the mainer provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furr ish () Lender receipt evidencing the payments.

Borrower shall promptly discharge any lien which has priority over his Security Instrument unless Borrower. (a) agrees in writing to the payr tent of the obligation secured by the lie 1 in 2 manner accept a de to Lender; (b) contests in good faith the hen by, or defends against en orcement of the lien in, legal proceedings which in the Lea ler's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to ender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property i: su) ect to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy 1 elien or take one or more of the actions set forth above within

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 he term "exten led coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This is surance 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 Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage

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 Le ider requires, 3 prower 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

Unless Lender and Borrower otherwise agree in writing, insurance paceeds 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 a tye coss paid to Born wer. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance parrier has offen d to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or esto e the Property of to pay sums secured by this Security Instrument, whether

LOAN #: 432608

Unless Lender and Borrower otherwise agree in writing, any application of a occeds to principal shall not extend or postpone the thic 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 imaginary the anomalies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by his Security Instrument immediately prior to the 6. Occupancy, Preservation, Maintenance and Projection of the Property; Borrower's Loan Application; Leaseholds. Be rrower shall occury, establish, and use the Property as Borrov er's principal re idence within sixty days after the execution of this

Scounty Instrument and shall continue to occupy the Property is Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall a st be unreasonably withheld, or unless extenuating Circumstances exis, which are beyond Borrower's control. By rower shall not destroy, damage or impair the Property, allow the Property to deternor ate, or commit waste on the Property. Florro wer shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgrien ould result in for eiture of the Property or otherwise materially impair the lien created by this "ecurity instrument or Lender's se zurit interest. Borror er may cure such a default and reinstate, as provided in paragraph 18, b/causing the action or proceeding to be (isn) ised with a ruling that, in Lender's good faith determination, precludes or feiture of the Borrower's interest in the Property or other 1 lateral impair r and of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default i Borrower, during the loan application process, gave materially false

agreement between Borrower and Lender or app ica's e law.

notice at the time of or prior to an inspection specify ng reasonable a use for the inspection.

or not then due, with any excess paid to Borrovier. 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 then the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrowe and Lender otherwis sagree in writing, the sums secured by this Security Instrument be paid to Lender

or set le a claim for damages, Borrower fails to res sond to Lender & thin 30 days after the date the notice is given, Lender is authorized whether or not the sums are then due.

Instrument, whether or not then due

Borrower's covenants and agreements s' tall to joint and sever it. Any Borrower who co-signs this Security Instrument but does not e recute the Note: (a) is co-signing this Secur techniques only to mortgage, grantand convey that Borrower's interest in the Property

or inaccurate information or statements to Lender (or fai ed (provide Lender vith any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations x neeming Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lease the d. Borrower shall comply with all the provisions of the lease. If Borrower shall comply with all the provisions of the lease. If Borrower shall comply with all the provisions of the lease. a equires fee till to the Property, the leasehold and the fee tille shall not me ge unless Lender agrees to the merger in writing. 7. Protection of Lender's Rights in the Property [f]3 prower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly af ext Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or 10 enforce laws 01 regulations), then Lender may do and pay for whatever s necessary to protect the value of the Property and Lindon s rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Institute, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender my the action under his paragraph 7, Lender does not have to do so On the Property to make repairs. Although Lender may the action under this paragraph 7, bender 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 Lender agree to other terms of payrical, these amounts shall bear interest from the date of disburgement at the Note rate and shall be parable with

disbursement at the Note rate and shall be payable, with interest, upon in tice from Lender to Florrower requesting payment. 8. Morts age insurance. If Lender required mortge go insurance as a condition of making the loan secured by this Security Instrument, Forrower shall pay the premiums required to maintain the mo tgage insurance in effect. If, for any reason, the mortgage insurance co erage required by Lender lapses or ceases to be in effect, Box ower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance area sustaintially equivalent to the cost to Borrower of substantiatly equivalent to the mortgage insurance previously in effect, from an i ternate mortgage; insurer approved by Lender. If substantially equivalent to mortgage insurance previously in effect, from an i ternate mortgage; insurer approved by Lender. If substantially equivalent to mortgage insurance previously in effect, from an i ternate mortgage; insurer approved by Lender. If substantially equivalent to the cost of the weather than the mortgage insurance previously in effect, from an internate mortgage in the mortgage insurance coverage is not available, Borrower shall pay to be ider each month a sum equal to one-twelfth of the yearly mortgage in surance premium being paid by Borrowerwl en the insurance coverage lapsed or censed to be in effect. Lender will accept, use and retrin these payments as a loss reserve in lieu (f mortgage insit ince. Loss reserve payments may no longer be required, at the option (of Lender, if mortgage insurance cover; get) the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrow er shall pay the premiums required to maintain mortgage approved ty being again seconds available air to state of the pay the provider and accordance with any written insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written

9. Inspection. Lender or its agent may make least table entries up c land inspections of the Property. Lender shall give Borrower

10. Condemnation. The proceeds of any away d or claim for tamages, direct or consequential, in connection with any condemnation or other taking of any part of the Proporty, or for const yance in lieu of condemnation, are hereby assigned and shall In the event of a letal taking of the Property, he is occeds shall be a splied to the sums secured by this Security Instrument, whether not then due, with any excess paid to Borrower has the event of a second taking of the Property in which the fair market value of

shall be reduced by the amount of the proceeds rultiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value (the Property immediately before the taking, Any balance shall be pair to Borrower In the event of a partial tr king of the Property i twhich the fair market value of the Property immediately before the taking is less than the amount of the sunrescored immediate, before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceed ishall be applied to the sums secured by this Security Instrument I' the Property is abandoned by Borrow (1, 0) if, after notice by Lender to Borrower that the condemnor offers to make an award

to collect and apply the proceeds, at its option, or ther to restorat (a or repair of the Property or to the sums secured by this Security Unless Lender and Borrower otherwis: agr :e in writing, a r application of proceeds to principal shall not extend or postpone

the lue date of the monthly payments referred of in paragraphs 1 and 2 or change the amount of such payments 11. Borrower Not Released; Forbearance By Lender Net a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this security Instrument; anted by Lender to any successor in interest of Borrower shall not operate to release the liability of the origin (1B0) rower or Borro A 2r's successors in interest. Lender shall not be required to commence pri ceedings against any successor in intel(sto) efuscioextend to me 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 to bearance by Londer 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 Jo : t and Several 1 liability; Co-signers. The covenants and agreements of this Security

It strument shall bind and benefit the St coe; ors and assign:

A will be a strument shall bind and benefit the St coe; ors and assign:

A will be a strument shall be

OREGON- Single Family -FNMA/FHLMC UNIFOR MINSTRUMEN /MP-6R(OR) (92/2) Form 3038 9/90 Amen ed 8 5 2

DRVDEED

j age 3 of 5

MIN. EHM.

(c) agrees that Lender and any other Borrower may agree to extend, more ify, forbear or make any accommodations with regard to 13. Loga Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the terms of his Security Instrument or the Note without that Borrowe i consent.

limit; and (t) any sums already collected from Bort own which exceeded permitted limits will be refunded to Borrower. Lender may thint, and to fairly sums arready confedent from Dorrower which exceeds a permitted thints will be reducing the Borrower. Before may choose to trake this refund by reducing the principal o ved under the 'Vite or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a pi tial prepayment without any prepayment charge under the Note.

herein or iny other address Lender designates by not a to Borrower Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend x will en given as proxided in this paragraph.

law, such conflict shall not affect other provisions 3 this Security is strument or the Note which can be given effect without the conflicting provision. Fo this end the provision: of this Security In the unent and the Note are declared to be severable.

this Security Instrument without further notice of lemand on Born wer.

reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acce cration had occurred. However, this cight is reinstate shall not apply in the case of acceleration under paragraph 17.

of any Environmental Law. The preceding to a sentences shill not apply to the presence, use, or storage on the Property of small of any chiving mental bare and preceding the semences on a more appropriate to normal residential uses and to maintenance of antities of Hazardous Substances that are a energly recognized to be appropriate to normal residential uses and to maintenance

remedial actions in accordance with Environmental Law.

under the terms of this Security Instrument; (b) is not per sonally obligated to pay the sums secured by this Security Instrument; and

that law is fi tally 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted

14. Notices. Any notice to Borrower provider, for a this Security I istrument shall be given by delivering it or by mailing it by first class nual unless applicable law requires use (fant ther method. The notice shall be directed to the Property Address or any other address Be trower designates by notice to Lender. Any notice to Lend a shall be given by first class mail to Lender's address stated

15. Governing Law; Severability. 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 are provision or clause of this Security Instrument or the Note conflicts with applicable

16. Borrower's Copy. Borrower shall be give t one conformed opy of the Note and of this Security Instrument. 10. Dollower a copy, notioner shall be give, one comorned opy of the Property of any interest in it is sold.

17. (ransfer of the Property or a Benefic all it terest in Born p /er. If all or any part of the Property or any interest in it is sold.) or transferred (or if a beneficial interest in Bor owe is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate plyment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Land: if exercise is pa hibited by federal law as of the date of this Security Instrument. If I ender exercises this option, Lender shall give Borrower net to of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within a which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sum; prier to the expirate n of this period, Lender may invoke any remedies permitted by

18. Borrower's Right to Reinstate. If Borro ver nicets certain conditions, Borrower's Right to Reinstate. of this Security Instrument discontinued at any time prior to the ear i rof: (a) 5 days (or such other period as applicable law may specify for relastatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgit ent enforcing this Security Instrument. The econditions are that Borrower. (a) pays Lender all sums which then would be due under this Security instrument and the Not: as f no accelerate that occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred it entit roing this Security Instrument, including, but not limited to, reasonable attorneys fees. ind (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 pray the sums seed ed by this Security Instrument shall continue unchanged. Upon

tration mad (securical riowever, units again richibate and i mor apply in the case of accordation under paragraph (Instrument) 19. Sale of Nove; Change of Loan Scivice: The Note of a cartial interest in the Note (together with this Security Instrument) may be sold one or more times without pri or retire to Borrower A sale may result in a change in the entity (known as the "Loan Ser icer) that collects monthly payments due inder the Note v d 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 at c yeard applicable law. The notice will state the name and address of the new Loan Servicer or or ectioning mate or unit paragraph 1 art veams applicable aw. I remotive with secondaria and other information required by applicable law. 20. Hazardous Substances. Borrower shed not cause or remitthe presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrows: she (not do, nor all y /anyone else to do, anything affecting the Property that is in violation

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any g wernmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of g ivertification regulatory agency of private party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property and any marginous buostance of Party involving the Property involving the Party involving t or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary

As used in this paragraph 20, "Hazar dous Substances" are 1 lose substances defined as toxic or hazardous substances by Environmental awand the following substances: gasolule, ke osene, other flan mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos of for aldehyde, and a dioactive materials. As used in this paragraph 20. 'Environmental Law' means federal laws and laws of the jury dic i in where the Pro perty is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS Betrower and Lender further covenant and agree as follows: 21. Acceleration; Remedies. Leader shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this ect ity Instrumen, 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 3t) days from the date the notice is given to Be rrower, by which the default must be cured; and (d) that failure to cure the default on or before the date is pecified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Propert : The notice shall further inform Borrow er of the right to reinstate after acceleration and the right to bring a court action to asset the non-exist acc of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or l efore the date; pecified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security In it rument without further demand and may in loke the power of sale and any other remedies permitted by ap) icable law. Let der shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragr iph :1, including, in t not limited to, reasonable attorneys' fees and costs of title evidence. f Lender invokes the power of \$8 k, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an even; of default and of Lender's election to case e the Property to be sold and shall cause such notice to be recorded in of an event of definite and of Letters: election to case e the reoperty to be sold and shall cause such difference to be recorded in each country in which any part of the I roperty is located. Lender or Trustee shall give notice of sale in the manner prescribed

OREGON. Single Family -FNMA/FHLW CUN IFORM INSTRUMENT VMP-6R(OR) (9212) Form 3038 9/90 / mei ed 8/52

ORVDEED

Page 4 of 5

M. H. Cum

by applicable haw to Borrower and to other persons presen bed by applicable law. After the time required by applicable law, Trustee, without demand on Borrow(r, st all sell the Projecty at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in oncer 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 side. Lender or its designee may purchase the Property n any sale. Trustee shall deliver to the purchaser' | rustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee' ide: I 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: (1 to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all surpassecured by this Security Instrument; and (c) any excess to the person or persons 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 In; rument and all 1 otes 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 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 rustee shall succeed to all the title, power and duties conferred upon 24. Attorneys' Fees. As used in this Sect rity Instrumen and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court. 25. Riders to this Security Instrume at. If one or more rice is are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as of the rider(s) va re a part of this Security Instrument. Adjustable Rate Rider Condomir i un Rider Graduated Payment Rider Planned Un t Development Rider
Rate Improvement Pider 1-4 Family Rider Balloon Rider 7 Biweekly Payment Rider Rate Impro ement Rider Second Home Rider V.A. Rider Other(s) [sp xify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any ider(s) executed by Borrower and recorder with it. On this 10 day of Occamical 1994 resonally appeared the above named STATE OF OREGON. Gary E. Morrows and Plezabeth M. Morrow and ack lowledged the foregoing instrument to be - Hour voluntary act and deed. My Cort mission Expires: 11 7 97 Before me: (Official Scal) OFFICIAL SEAL
JESSICA WHITLATCH
NOTARY PUBLIC - DREGON
COMMISSION NO. 029491
RYCCHMISSION EXPIRES NOV 07, 1997 STATE OF OREGON: COUNTY OF KLAMAIH: Filed for neord at request of Mountait Title Co the 3rd of Jan A.D., 19 95 1: 3:35 oct ck P M. and culy recorded in Vol. M95 of Mottgliges on Page 109

Bern: ha G. Let sch County Clerk
By Queling Muslimater

FEE \$30.00