MTC- 34642-MK

WHEN RECORDED RETURN TO: NORTH AMERICAN MORTGAGE COMPANYO P.O. BOX 808031 PETALUMA, CA 94975-8031 DOC MANAGEMENT AU 742D

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## DEED OF TRUST

236767-740

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THIS DEED OF TRUST ("Securat y Instrument") is made on 19 95 . The grantor is RONALD J. BRYANT AND, TERRI J. BRYANT, AS TENANTS BY THE ENTIRETY

HOUNTAIN TITLE COMPANY of Klanath County NORTH AMERICAN MORTGAGE COMPANY

("Borrower"). The trustee is ("Trustee"). The beneficiary is

and existing under the laws of DELAWARE 3883 AIRWAY DRIVE, SANTA RUSA, CA 95403 owes Lender the principal sum of EIGHTY THREE THOUSAND FIVE HUNDRED AND 00/100

, and whose address is

, which is organized

("Lender"). Borrower

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on (a) the repayment of the debt evidencec by he Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with nterest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Horre wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described LOT 2 IN BLOCK 5 OF TRACT 1128 - FIRST ADDITION TO FERNDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE

OF THE COUNTY CLERK OF KLAMATH COUNTY , OREGON.

which has the address of 5845 BARTLETT AVENUE KLAMATH FALLS (Street) Oregon 97603 ("P-operty Address"); (City) (Zip Code) TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

and firtures now or hereafter 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 Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

OREGION - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VERSION 5.0 (03/26/91)

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LSI 100RA

THIS SECURITY IN TRUMENT 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 as follows: UNIFURIAL CUMPTAINTS. DORTOWER and Lender covenant and agree as IOHOWS: I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due minut of and interest on the dust avidenced by the Mate and any preservement and late charges due under the Mate L. Fayment or Frincipal and interest; Frepayment and Late Unarges. Dorrower shall promptly pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Increase or ano interest on the circle evidenced by the ivore and any prepayment and fate charges due under the ivore.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to the devide works in model the Note workly model in full comp ("Bunder") for: (a) workly taxes

6. Futures for lates any 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 accessments which may static minimize over this Conjustive Instalment as a line on the Departure (b) work to be been the Departure (b) work to be been the been to be been the Departure (b) work to be been the been to be been the been to be been the been to be been to be been the been to be been the been to be been the been to be been to be been the been to be been to be been to be been the been to be been the been to be been the been to be been toble been to be Lender on the day monthly payments are due under the ivore, with the ivore is paid in 1011, a sum ( Funds / ior: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold navments of ground cents on the Droperty if only (a) yearly beyond or property instrument as a feature from (d) yearly leasehold and assessments which may atlain miority over this decurity instrument as a lien on the Property; (b) yearly leasenoid payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums if any; (a) there is mortrane insurance premiums; if any; and (f) any sume provide by portrane to London Payments or ground rents on the ridperty, it any, (c) yearly datard or property distrance premiums, (d) yearly down insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in the revisions of more remaining. These items are called insurance premiums, if any; (e) year (v morigage insurance premiums, if any, and (i) any sums payable by borrower to Lenter, in accordance with the provisions of paragraph 8, in lie of the payment of mortgage insurance premiums. These items are called "Desconditions of Londer may, at the time, collect and hold Funds in an omount not to avoid the maximum amount a londer for a in accordance with the provisions of paragraphio, in he for the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and 'old Funds in an amount not to exceed the maximum amount a lender for a federally called mortgage loss milly require for Derector's encount under the federal Deal Detate Settlement Decodings Escrow trems. Lenger may, at any time, context and toto rungs in an amount not to exceed the maximum amount a tender for a federally related mortgage loan mily require for Borrower's escrow account under the federal Real Estate Settlement Procedures A at of 1074 on amount of the United attended to a time institute 12 II C C 5 (601 at the ("DDCDA") value postion for the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 1601 et seg. ("RESPA"), unless another law that applies to the Funds sets a langer amount. If no. I and ar may, at an utime, collect and hold Funds in an amount not to avoid the lasser amount. I order may Act or 19/4 as amenoed from time to time, 16 U.S.C. 9 2001 et seq. ("KESFA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at &r y time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may arithmete the amount of Dunde due of the basic of automatic and respectively estimates of automatic set future Research less and

a resser amount. It so, Lenger may, at any time, correct and noto runos in an amount not to exceed the resser amount. Lenger may estimate the amount of Funds due of the basis of current fata and reasonable estimates of expenditures of future Escrow Items or otherwise is accordance with coolicitation on otherwise in accordance with applicable aw. The Funds shall be held in in institution whose deposits are insured by a federal agency, instrumentality, or entity fine I and as is I and as is much an is stitution) or in the Redeval Linne I and Rank. Londer shall easily the Runds to may the

Inerunas snall de neid in in institution whose beposits are insured by a rederal agency, instrumentality, or entry (including Lender, if Lender is such an ir stitution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Description to the state Bosconies for holding and applying the Bunds accountly analyzing the second s Including Lender, it Lender is such an it stitution, or in any rederal route Loan Dank. Lender shall apply the runds to pay ine Escrow Items. Lender may not charge Borrower for holdi 'g and applying the Funds, annually analyzing the escrow account, or resificing the Recently Items unless I index notes Recently interest on the Runds and applicable low posmits I and to make such Escrow items, Lender may not charge bottower for notion is and applying the runos, annually analyzing the escrow account, or verifying the Escrow Items, unless Linder pays Borrower interest on the Funds and applicable law permits Lender to make such a charge However I ander may require Rorrower to pay to be time charge for an independent and estate the requirements and estate the requirement verifying the ESCION frems, unless Lithue " pays borrower interest on the runos and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay done-time charge for an independent real estate tax reporting service dead by I ander in connection with this loss, unless applicable law provides otherwise. Unless an agreement is made or applicable a charge. Flowever, Lender may require borrower to pay a one-time charge for an independent real estate tax reporting service issed by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interact to be maid. I endur shall not be required to now Borrowice part interact or continent of the Bunde Borrowice aw requires interest to be paid, Lendor shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and I ander many areas in writing howened, that interest whall he maid on the Funds. I ander shall give to Research without

iaw requires interest to be paid, Lender SD-MI not be required to pay borrower any interest or earnings on the runds. Dorrower and Lender may agree in writing, however, that interest shall be paid on the Runds. Lender shall give to Borrower, without above an applied accounting of the Runde showing credits and debits to the Runds and the purpose for which each debit to the and Lender may agree in writing, no vever, that interest shall be paid on the runds. 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 Bunds was made. The Bunds are aladariles a tditional security for all the sums secured by this Security Instrument. charge, an annual accounting of the runds knowing credits and debits to the runds and the purpose for which each Funds was made. The Funds are pledged as a iditional security for all the sums secured by this Security Instrument. was made. The runnes are predged as a solutional security for all the 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 avoase Bunds in scoordance with the convicements of applicable law. If the amount of the Funds held by Tender et any It the Funds here by Lenger exceed the amounts permitted to be here by applicable law, Lenger shall account to Dorrower 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 new the Dorrow from swhen due. Let let may so notify Reprover in writing, and in such one Reprove

time is not sufficient to pay the Escrow Item is when due, Lender may so notify Borrower in writing, and, in such case Borrower shell make up the deficiency. Recover shell make up the deficiency is no make up the deficiency is no make up the deficiency. time is not sufficient to pay the Escrow items when due, 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 trialize monthly comments at I ender's sole diversion monthing payments, at Lenger s sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any held has I and a shall and vice or call the Property I ender prior to the equivisition or sale of Punds held by Lender. If, under paragraph 21, ...ender shall acquire or sell the Property, Lender, prior to the acquisition or sale of acquisition or sale as a credit against the sums secured by this 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 Secured by this

ty instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under and 2 shall be applied first to an a prenotional thermap due under the Notes second to apply the budge

3. Application of rayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to grip signal due and last thank late charges due under the Note; second, to amounts payable under hereareach 2 third to interact due fourth to principal due and last to any late charges due under the Note. paragraph 2; third, to interest due; fourth, to prinzipal 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 4. Unarges: Liens. Dorrower shall pay all taxes, assessments, charges, lines and impositions authousable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower that any themself instances in the proper provident in property of a fight model in that proper Borrower shall not them on time

shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the percent source to be paid updon that the percent source to be paid updon their source to be paid updon to be paid updon to be paid updon their source to be paid updon their source to be paid updon the paid updon to be paid updon shall pay these contractions in the manner provided in paragraph  $\Delta_i$  or it 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 directly. If Descenting makes these payments of costly. Descenting shall mean the function to the paid under this areagraph. If Borrower makes these payments d rectly, Borrower shall promptly furnish to Lender receipts evidencing the Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower: (a) in writing to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat on support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during to the payment of the obligat of support during the payment of the obligat of support during to the payment of the obligat of support during to the payment of the payment of the obligat of support during to the payment of the payment of the obligat of support during to the payment of the Borrower snall promptly discharge any then which has priority over this occurity distrument unless bollower. (a) agrees in writing to the payment of the obligat on secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien in local accordings which in the I ender's opinion operate to prevent the

Excess in writing to me payment of the outgat, on secure of on the field of the fie The new by, or determinest enforcement or the field in, legal processings 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 Consists Tostanment. If I and a determines that now part of the Property is subject to a lien which may attain priority over subrement of the new, or (c) secures from the norter of the new agreement satisfactory to bender suborumating the field of the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. I ender may give Rorrower a notice identifying the lien. Rorrower shall estiefy the lien or take one or this becurity instrument. If Lender determines that any part of the "roperty is subject to a tien which may attain priority over this Security Instrument, Lender may give Borlower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the antions set forth above within 10 denue of the sizing of notice. 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the J. Hazaro or rroperty insurance, norrower shall keep the improvements now existing or nereatter effected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including Provide on fination for which I ender requires instrume. This includes shall be maintained in the employed and for the periods rioperty insured against loss by fire, hazards included within the term extended coverage and any other nazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that I and as a source and the insurance shall be shown by Researce subject to I ender's approval.

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 Borrowice fails to maintain coverage described above. I ender is approval that Lenger requires. The insurance carrier providing the insurance science cousen by porrower subject to Lenger's approval which shall not be unreasonably withheld. If Boi rower fails to maintain coverage described above, Lender may, at Lender's ortion obtain coverage to protect I and a consistent with Descent via new reasons with programsh 7 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender and the minimum the minimum of the minimum of the standard mortgage clause. Lender the minimum the minimum of the standard mortgage clause. Lender the minimum the minimum of the standard mortgage clause. Lender the minimum the minimum of the standard mortgage clause. Lender the minimum the minimum of the standard mortgage clause. Lender the minimum the minimum of the standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the minimum of the standard mortgage clause is a standard mortgage clause. Lender the standard mortgage clause is a standard mortgage clause is a standard mortgage clause. The standard mortgage clause is a st 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 Lender requires Borrower shall promptly give to Lender all receipts of the policies and renewals of the borrower shall be to the insurance policies and I necket all receipts of the policie shall have the right to hold the policies and renewals. If Lender requires borrower shall promptly give to Lender all receipts paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. VERSION 4.0 (03/28/91)

Initial

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## ender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower other wise agree in writing, insurance 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, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums

secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower 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 1 ender, Borrower'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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, istablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, un ess Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circum stances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether vivil or crimina, is begun that in Lender's good faith judgement 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 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 Sec unity Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the los napplication process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with an y material infor r ation) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's a cupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shal comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupte y, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to prote t 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. Although Lender may take action under

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 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

8. Mortgage Insurance. If Lewler 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 equivaler t to be mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-t welfth 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. Loss reserve payments may no longer be required, at the op ion of Lender, i' 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 between Borrower and Lender or applicable law. 9. Inspection. Lender or its agent may nake reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an 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 or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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 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

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total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking Any balance shell 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 Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abary longed by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dam ages 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 it: option, either to restoration or repair of the Property or to the sums secured

Unless Lender and Bor rower 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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification 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 borrower shart not operate to rectase the hability of the original borrower of borrower sourcessons in interest. Lenger shart not be required to commence proceetings 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

amortization of the sums secure of this security fust uncert of reason of any demand made of the original borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or

12. Successors and Assigns Hound; 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 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 this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the sSecurity Instrument or the Note without that Borrower's consent. 13. Loan Charges. If the lown secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 any prepayment charge

14. Notices. Any notice to Borrover provided for in this Security Instrument shall be given by delivering it or by

mailing it by first class mail unless at plicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrowe: des: gnates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Berrower or Lender when given as provided in this paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is lo atted. 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 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 of 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 benefi tial interest in Born wer is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, L inder may, at its opt on, 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 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 these sums prior () the expiration of this period, Lender may invoke any remedies 18. Borrower's Right to Reinstate. I Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judg nent enforcing this ; ecurity Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due uncer this Security Instrument and the Note as if no acceleration had occurred; (b) pays leaves at sums which then would be dust most this security distributing notice as it in acceleration has becurred, to 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 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 uncharged. Upon reinstatement by Borrower, this Security Instrument and the REA 3038

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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 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

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.

REA JOJA

VERSION 4.0 (03/26/91)

warranty, expressed or implied. The recitals in the Trustee's cleed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or person a legally entitled to it. 22. Reconveyance. Upon payment of all sups secured by this Security Instrument, Lender shall request Trustee to

to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable  $\ln \psi$  to the 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 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 Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or

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 reinstite after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further dem and and may invoke the power of sale and any other remedies permitted by applicable law. I ender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title 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 this notice

NON-UNIFORM COVENANTS. B prover 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 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

Environmental Law and the following substances, gasonne, terosene, other tranmatic or toxic petroleum products, toxic petroleum petroleum products, toxic petroleum products, toxic petroleum petroleum products, toxic petroleum products, toxic petroleum petroleum products, toxic petroleum pe this paragraph 20, "Bnvironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate

or which borrower has actual knowledge. If it is not reaching the property is necessary, Borrower shall promptly any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly As used in this paragraph 20, "Haz ardous Substances" are those substances defined as toxic As used in this paragraph 20, flat alours Substances are more substances defined as total laterations substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

Borrower shall promptly give Ler der vritten 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 governmental or regulatory agency or private party involving the rioperty and any riazaroous substance of invitonmental Law of which Borrower has actual knowledge. If B prower learns, or is notified by any governmental or regulatory authority, that

40. Flazardous Substances. Dorrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall rot do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law The preceding wo 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

as the "Loan Servicer" / that concerts 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 there is a change of the Loan Servicer, Borrower will be or more changes or the Loan Servicer unreasted to a sale of the ivore. If there is a change of the Loan Servicer, borrower will be given written notice of the change in ac cordance with paragraph 14 above and applicable law. The notice will state the name and given written notice or the change in ac province with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

obligations secured hereby shall rems in fully effective as if no acceleration had occurred. However, this right to reinstate shall 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Ly. Sale of ivote; Unange of Loans Servicer. The ivote of a partial interest in the ivote (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects m mthy y payments due under the Note and this Security Instrument. There also may be one



|   | 442<br>ts and agreements of each such rider shall be incorporated into and shall amend and<br>ts of this Security Instrument as if the rider(s) was  |
|---|--|
| Adjustable Box(es)]<br>Adjustable Rate Rider<br>Graduated Payment R der<br>Balloon Rider<br>Other(s) [specify]  | 442<br>Astrument. If one or more riders are executed by Borrower and recorded together with<br>ts and agreements of each such rider shall be incorporated into and shall amend and<br>ts of this Security Instrument as if the rider(s) were a part of this Security Instrument.<br>Condominium Rider<br>Planned Unit Development Rider<br>Rate: Improvement Rider |
| BY SIGNING BBLOW, Burrowe<br>and in any rider(3) executed by Bourower<br>Witnesses:   | r accepts and agrees to the terms and covenants contained in this Security Instrument  |
|   | RONALD J. BRYANT (Seal)<br>-Borrower<br>-Borrower<br>TERRI J. BRYANT (Seal)<br>-Borrower   |
|   | (Seal)<br>-Borrower<br>(Seal)<br>-Borrower   |
| STATE OF OREGON,  | Below This Line For Ack nowledgment]   |
| On this 23rd day a<br>above named Ronald J. Bryant and Te   | Klamath County ss:<br>of February . 1995 . personally appeared the<br>perid. Br/ant  |
| and acknowledged the foregoing instrument to<br>(Official Seal)<br>My Commission expires: 4/20/96<br>OFFICIAL SEAL<br>MARY KENNEALLY<br>NOTARY PUBLIC - OREGON<br>NOTARY PUBLIC - OREGON<br>INY COMMISSION NO. 014776<br>HY COMMISSION CAMPLES APR 20, 1996 | be their voluntary act and deed.<br>Befora me:<br>A A A Connect Notary Public for Oregon<br>REQUEST FOR RECONVEYANCE   |
| d for record at request of Mi un t a<br>Feb A.D., 19 95 at<br>of Morr.32  | an Title Co.<br>1:03 o'clock A. M., and duly recorded in Vol. 28th day   |
| \$35.00<br>Bern   | Bernetha G. Letsch, County Clerk<br>By Qauline Millindou   |

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