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して、シューロング [Space Above This Line For Recording Data] -DEED OF TRUST

("Borrower"). This trustee is	THIS DEED OF TRUST ("Security Instrument") is made onMarch.91995	
	("Borrower"). This trustee is	
("Trustee"). The beneficiary is, which is organized and existing	("Trustee"). The beneficiary is, which is organized and, and whose address is, and whose address is, "Lender"). B 5729 ALTAMONT, KLAMATH FALLS, OR 97603("Lender"). B 00000000000000000000000000000000000	existing corrower oute dated not paid r: (a) the Note; (b) Security he Note.

All of the property located at <u>315 HAWTHORNE ST</u>, in the City/Town/Village of <u>KLAMATH FALLS</u>, County of <u>KLAMATH</u>, State of <u>OR</u>, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A,

TOGETHER WITH a security interest in that certain 1981, 52 X 24 ROYAL OAK _____ home, serial number M2R8154V25N8600____.

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Deed of Trust, and to attach Exhibit A after the Borrower has signed the Deed of Trust.

which has the address of ...315. HAWTHORNE ST

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-OR 2/14/91

GT-18-38-001 Form 3038 9/90 (page 1 of 5)

KLAMATH FALLS

(Civ)

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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 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. 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 as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt 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 lieu 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 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays 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 an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to 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, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional

security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when 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 twelve monthly payments, at Lender s sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 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

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

under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in 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 furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. 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 may 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,

Form 3038 9/90 (pege 2 of 6)

36348

6116

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-500-397-2341) FORM MD-1-OR 2/14/81

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including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender s approval which shall not be unreasonably withheld. If 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 7.

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 paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise 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 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 Property prior 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, Maintenance and Protection of the Property; Borrower s Loan Application;

Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower s principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are 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 civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender s security interest. Borrower may cure such a 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 Borrowers interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan 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 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 bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 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 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 payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay 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 option of Lender, if mortgage insurance 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 agreement between Borrower and Lender or applicable law.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-OR 2/14/91

Form 3038 9/90 (page 3 of 6)

6118

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall 2. Inspection. Lenger or its agent may make reasonable entries upon and inspections of the Propert give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 10. Condemnation. The proceeds of any survey or claim for demonstration direct or conservation in

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 shall be raid to Lender. of and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security ment, whether or not then due, with any excess naid to Rormwer. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secure of units security in instant, whether or not then due, with any excess paid to Borrower. In the event of α partial taking of the Property in which the frie market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be market value of the Departure immediately before the taking in event to be taking in event to be taking the taking of the Departure immediately before the taking in event to be taking the taking of the Departure immediately before the taking the taking of the Departure immediately before the taking in event to be taking the taking instrument, whether or not men due, whin 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 time secured by this Security Lectroment immediately before the taking unless Reconstruct and Lender otherwise area in assigned and shall be paid to Lender.

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 total amount of the sums secured immediately before the taking. Any halance shall be naid to Borrower. In the event of a nartial taking value of the Protect immediately before the taking. Any halance shall be naid to Borrower. 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 taking. Any balance 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, unless Borrower and Lender otherwise agree in writing or unless applicable

re men que. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to If the Property is abandoned by borrower, or II, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds at its option, either to restoration or ensure of the Demostry make an award or serile a claim for gamages, borrower fails to respond to Lenger within 3U days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sume secured by this Security Instrument whether or not then due

of the Property in which the rair 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 of 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.

the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the due date of the membry comparison of each neuronal to incompare to and 2 or change the amount of such neuronation

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 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 successors in interest. Lender of Borrower shall not operate to release the liability of the original Borrower or Borrower s successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for navment or

of borrower snall not operate to release the flability of the original borrower or borrower's successors in interest. Lenter shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or effective modify emotivation of the sume secured by this Security Instrument by reason of any demand made by the shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forhearance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this security instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a variate of an archive of any right or remedy. original Borrower or Borrower's successors in interest. Any foroearance by Lender in exercising any right or remedy share 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 Instantant shall bird and benefit the successors and assigns of Lender and Rorrower subject to the 14. Successors and assigns bound; Joint and Several Liability; Usigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to me 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 Pronerty under the terms of this Security Instrument: (b) is not personally 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 raw the same secured by this Security Instruments and (c) arress that Londer and any other Borrower may 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, forhear or make any accommodations with regard to the terms of this Security Instrument or the 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 this Security Instrument or the Note without that Reproduce a consent agree to extend, modify, forbear or make any accommodations with regard to the terms of this occurry momentation of the Note without that Borrower's consent. Note without that Borrower's consent. 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan is the security interpreted so that the interest or other loan charges collected or to be collected in 13. LOAN CHARGES. If the loan secured by this security instrument is subject to a law which sets maximum item charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in charges, and that law 15 thrany interpreted so that the interest of other loan charges confected or to be confected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount percessary to reduce the charge to the permitted limit; and (b) any sums already collected from Rorrower which exceeded 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. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct navment to Borrower. If a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lenger 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 postial approximate twitteent environment charge under the Note

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender s address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Rorrower or Lender when given as provided Inst class mail to Lender s address stated nerein or any other address Lender designates by nonce to borrower. Any nonce provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this security. paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the size in which the Property is located. In the event that any provision or clause of this Security Instrument or the 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 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 and the Note Note are declared to be severable.

prepayment without any prepayment charge under the Note. 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by it by first class will unless employed by continuous of another method. The potice shall be directed to the 14. NUMCES. Any nonce to borrower province nor in this Decurity instrument shall be given by delivering it or of 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 Rorrower designates by notice to Londer. Any notice to Londer shall be directed by but

which can be given effect without the conflicting provision. To this eau the provisions of this security instrument and the Note are declared to be severable. 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. **17. Transfer of the Property or a Beneficial Interest in Borrower**. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a 17. I ransier of the Property of a genericial interest in Borrower. If all of any part of the property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is for a ball and the spectral person) without Lender's prior written consent, Lender 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. 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 by federal law as of the date of this Security Instrument.

partial prepayment without any prepayment charge under the Note.

sums are then due.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-500-397-2341) FORM MD-1-OR 2/14/91

S120

The notice will also contain any other information required by applicable law.

to normal residential uses and to maintenance of the Property.

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

18. Borrower's rugar to Keinstate. If 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 contract to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in this formation to the sale of the Property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the property pursuant to any power of sale contained in the power of the property pursuant to any power of sale contained in the power of the power o applicable law may specify for reinstatement, before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) eatry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) security instrument; or (b) entry or a judgment enforcing this becurity instrument. Inose 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 be been acceleration that the security instrument of acceleration that the security instrument with the security instrument is acceleration that the security instrument is acceleration that the security instrument is acceleration that the security is acceleration the security is acceleration that the security is acceleration the sec pays Lender an sums which then would be due under this becurity instrument and the root as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this instrument instrument instrument in the second day to be a longer the sec Security Instrument, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably remains to secure that the lies of this Security Instrument I and a sight in the Densety and Densety and

this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Inis Security instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred.
However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security in the security is the partial interest in the Note (together with this Security is the partial interest in the Note). 13. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There

(known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. Inere 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 also may be one or more changes of the Loan Servicer unrelated to a sale of the inote. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. Servicer, Borrower will be given written nonce of the change in accordance with paragraph 14 above and application name. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of a state of the Borrower shall not cause or permit the presence, use, disposal, storage, or release of the Borrower shall not cause or permit the presence use, disposal, storage, or release of the Borrower shall not cause or permit the presence use, disposal, storage, or release of the Borrower shall not cause or permit the presence use, disposal, storage, or release of the Borrower shall not cause or permit the presence use, disposal, storage, or release of the Borrower shall not cause or permit the presence use, disposal, storage, or release of the Borrower shall not cause or permit the presence use, disposal, storage, or release of the storage of the borrower shall not cause or permit the presence use, disposal, storage, or release of the storage of the borrower shall not cause or permit the presence use, disposal, storage, or release of the borrower shall not cause or permit the presence use, disposal, storage, or release of the borrower shall not cause or permit the presence use, disposal, storage, or release of the borrower shall not cause or permit the presence use, disposal, storage, or release of the borrower shall not cause or permit the presence use, disposal, storage, disposal 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Department that is in violation of any Environmental Law. The presence two extenses that and the transmission of the Property for the presence of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything allecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, the Property that is in violation of any Environmental Law. The preceding two semences 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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by Borrower snall promptly give Lender written notice of any investigation, claim, demand, lawsuit of other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental I any of which Rorrower has actual knowledge. If Rorrower learns or is putified by any sovernmental or any governmental or regulatory agency or private party involving the Property and any Hazardous SUBStance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or Environmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower s 21. Acceleration; Keneules. Lenger shall give notice to borrower prior to acceleration tonowing borrower 5 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 the notice shall ensuing (a) the default. (b) the default (b) the section of the prior the breach of any covenant or agreement in this becurity instrument (but not prior to acceleration under paragraph 1/ 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 the default and (d) that foilure to supe the default on on before the date consider in the notice may result in acceleration detault; (c) a date, not less than 30 days from the date the nonce is given to borrower, by which the detault 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 provide the date of the Decorety. The active the location for the date of the Decorety of the date of the Decorety of the date of the Decorety of the date o of the sight to using the second proton and the sight to being a court action to accord the non-mixture of a of the sums secured by this Security instrument and sale of the property. The nonce shall further moorn boltowith 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 the date of the action of the action and sale is reading a court action of a second by the specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this formation for the third and not invoke the return of sole and any other remains and by this spectrice in the nearce, Lenger at its option may require immediate payment in tun of an sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law Jondar shall be entitled to collect all expanses insured in summing the remedies permitted by security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this applicable law. Lenger shall be endued to collect all expenses incurred in pursuing the remeales provided in uns paragraph 21, including, but not limited to, reasonable attorneys fees and costs of title evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Londer or Trustee shall give notice occurrence of all event of default and of Lenger's election to cause the respecty to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of cale in the manner prescribed by applicable law to Remover and to other persons prescribed by applicable law. nonce to be recorded in each county in which any part of the property is located. Lender or i rustee shall give nonce of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public outsion to the highest hidder at the time and place and under the terms designated in the ratio of sole in one or After the time required by approache law, if usite, without demand on bottower, shall sen the fropersy 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 narrole and in any order Trustee determines. Trustee may nections call of all or any narrol of the Dennet by auction to the highest bidder at the time and place and under the terms designated in the nonce 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 the time and place of any provide scheduled sale. Londor or its designee may surpluse public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase

necessary, Borrower shall promotly take all necessary remedial actions in accordance with Environmental Law.

the Property at any sate. Trustee shall deliver to the purchaser Trustees deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustees deed shall be prima facie evidence of the truth of the

Security instrument, including, but not infinited to, reasonable attorneys nees; and (d) takes such action as reducer may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's a light in the property and Borrower's bull continue to be the second by the Borrower's bull continue to be the second by the Borrower's bull continue to be the second by the Borrower's bull continue to be the second by the Borrower's bull continue to be the second by the Borrower's bull continue to be the second by the Borrower's bull continue to be the second by the second reasonably require to assure that the nen 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,

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-387-2341) FORM MD-1-OR 2/14/91

warranty, expressed or implied. The recitais in the Trustee's deed shall be prima facte evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys fees; (b) to all sums secured by this Security Instrument; and (c) any every to the percent or percent legally entitled to it. Form 3038 9/30 (page 5 of 6) B- 14

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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 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

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. and duties conferred upon Trustee herein and by applicable law.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Graduated Payment Rider

Condominium Rider Planned Unit Development Rider Rate Improvement Rider

1-4 Family Rider Biweekly Payment Rider

Second Home Rider

Balloon Rider

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Barbara a young (Seal) BARBARA A. YOUNG Social Security Number

..... (Seal) -Borrower

Social Security Number

[Space Below This Line For Acknowledgment] —

(date) by [name(s) of person(s)].	ed before me onMarch.9,1995	STATE OF OREGON COUNTY OFKlamath This instrument was acknowledg Barbara. AYoung
h	Mademall	(Seal if any.)
t Said note or potes, together with	REQUEST FOR RECONVEYANCE	Mary commission expires and commission and commission and commission and commission no. 014776 My commission expires apr. 20. 1996

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

and the state of the second

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Form 3038 9/90 (page 6 of 6)

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