090-04-15826

Vol. 15139 MTC 35337

After Recording Please Return To: Klamath First Federal 540 Main Street Klamath Falls, OR 97601

"UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 on the Principal and Interest, Prepayment and Late agree as follows:

2. Funds of Taxes and the debt evidenced by the Note and any prepayment Borrower shall promptly pay when due deashold payments or ground rents are due under the Note, until the Note waiver by Lender, Borrower shall pay assis of current data and reasonable estimates of which may attain priority over this Security Instrument: (b) yearly the Held in an institution the denotity or accounts of which are insurance premiums; and (d) yearly yearly series. mortgage insurance premiums, it any. These items are caused "escrow items." Lender may estimate the Funds and reasonable estimates of future escrow items. Lender may estimate the Funds que on the Lender may not charge for holding Lender is such an institution). Lender shall apply the paid, and applying the Funds, analyzing the account of guaranteed by a federal or shall give to Borrower, without charge, an annual accounted to the Funds. Unless an agreement is to the Funds and applicable law permits Lender to merifying the escrow items, unless another Funds was made. The Funds was made. The Funds are pledged as additional security for the sums secured by a federal or the Funds and applicable law.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the Funds held by Lender is not sufficient to pay the escrow items when due, the excess shall be, and the sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the Upon payment in full of all sums secured by this Security Instrument, Lender shall pay to Lender any 19 the Property is sold or acquired by Lender, Lender shall apply, no later

amount necessary to make up the deficiency in one or more payments as required by Lender.

Application payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower payments as a credit to the sale of the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower payments.

Application as a credit to the sale of the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower payments, and 2 shall be applied first same secured by this Security Instrument, Lender, any Funds held by Lender shall apply, no later than the sums secured by this Security Instrument, and the shall promptly refund to Borrower shall payments. Borrower shall pay attain priority over this Security Instrument, to interest due; and last, to prepayment charges due under the sum on time directly to the manner curity Instrument, and leasehold and the person the manner provided in paragraph as the payments. Borrower shall payments.

Borrower shall payments.

Borrower shall promptly furnish to Lender under the security Instrument, and leasehold and in that manner, Borrower shall promptly furnish to Lender and promptly furnish to Lender and promptly furnish to Lender if any.

Borrower shall promptly furnish to Lender s receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agreement satisfactory to Lender subordinating the lien in a manner acceptable to Lender; (b) contests in good a lien which may attain priority over this Security Instrument. If Lender determines that any part of the lien any part of the holder of the lien and priority over this Security Instrument, Lender may give Borrower and the subordinating the lien to this Security Instrument, Lender may give Borrower and the subordinating the lien and the subordinating the lien to this Security Instrument, Lender may give Borrower and the subordinating the lien and the subordinating the lien and the subordinating the lien to this Security Instrument, Lender may give Borrower and the subordinating the lien and the subordi

agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the giving of notice.

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 Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance shall be chosen by Borrower subject to Lender's approval which shall not be

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The unreasonably withheld.

Beginning the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. If Lender may make proof of loss if not made promptly by Borrower shall promptly give to Lender insurance. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to restoration or repair or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower abandons, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has when the notice is given.

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 from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting to the extent of the sums secured by this Security

Inder paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

6. Preservation and Maintenance of Property; Leaseholds.

Borrower shall not destroy, damage or substantially

change the Property, allow the Property; Leaseholds.
Borrower shall comply with the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, not merge unless Lender agrees to the merger in writing.

Borrower shall not destroy, damage or substantially waste. If this Security Instrument is on a leasehold, not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance in this Security Instrument, or there is a legal property. 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

Lender's rights in the Property (such as a proceeding in bankrupment, or there is a legal proceeding that may significantly affect and amounts and cate of disbursement at the Note rate and shall be analysis on the Property and Lender by Lender has a proceeding the value of the Property of the value of the Property of the Note rate and shall be analysis of payment, these amounts shall bear interest from Lender by this paragraph of payment, these amounts shall bear interest from Lender does not lender to Rorrower. Borrower shall not destroy, damage or substantially Instrument is on a leasehold.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Lender to Borrower

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make 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.

9. 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 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 Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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.

10. 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 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's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the 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 this Security Instrument or the Note without

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any 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 made the Note of his policies a direct parameter. Because If a solved advance principal the reduction will be treated on a 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 under the Note. 13. Legislation Affecting Lender's Rights.

rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower 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 Borrower or Lender when given as provided

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 or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, 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

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 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 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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM CONVENANTS. Borrower and Lender further covenant and agree as follows:

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, 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. Lender or Trustee shall give notice 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 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 purchase the Property at any sale

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made 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 persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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 to the person or persons legally entitled to it for a

fee of not less than \$5.00. Such person or persons shall pay any recordation costs.

22. 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 conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

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.

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)]

Applicable Box(es)]		
☐ Adjustable Rate Rider	☐ Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ride	ег
Other(s) [specify]		
BY SIGNING BELOW, Borrower a and in any rider(s) executed by Borrower a	accepts and agrees to the terms and Coven nd recorded with it. Audie Soyland	Seal (Seal)
	Linda M. Sovi	Land - Borrower
	[Space Below This Line For Acknowledgment] —	<i>— </i>
STATE OF	}ss:	
The foregoing instrument was acknowledged	before me thisJune2x.	1995 (date)
My Commission expires:	(person(s) acknowledging) (person(s) acknowledging) KAY E. DOOLITTLE NOTARY PUBLIC - OREGON COMMISSION NO. 037807 SION EXPIRES SEPT. 13, 1998	,
	The second secon	U. T. C.

This instrument was prepared byKlamath First Federal Savings & Loan Assn.

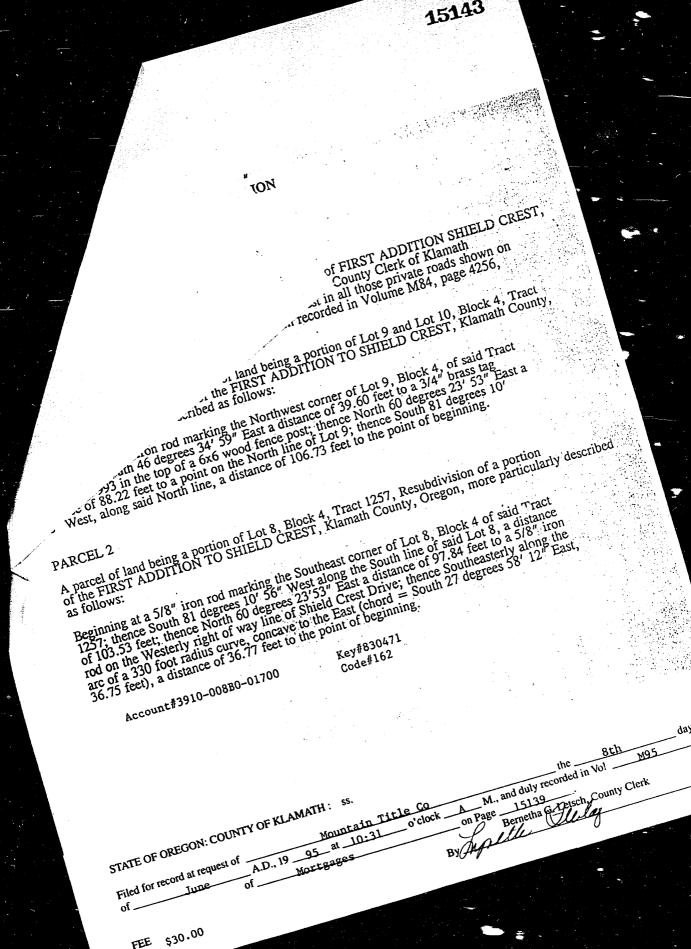


EXHIBIT "A" LEGAL DESCRIPTION

Lot 9 in Block 4 of TRACT 1257, Resubdivision of a portion of FIRST ADDITION SHIELD CREST according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH an undivided interest in all those private roads shown on the plat and more particularly described in Declaration recorded in Volume M84, page 4256, Microfilm Records of Klamath County, Oregon.

EXCEPTING THEREFROM a parcel of land being a portion of Lot 9 and Lot 10, Block 4, Tract 1257, Resubdivision of a portion of the FIRST ADDITION TO SHIELD CREST, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod marking the Northwest corner of Lot 9, Block 4, of said Tract 1257; thence South 46 degrees 34' 59" East a distance of 39.60 feet to a 3/4" brass tag marked LS 993 in the top of a 6x6 wood fence post; thence North 60 degrees 23' 53" East a distance of 88.22 feet to a point on the North line of Lot 9; thence South 81 degrees 10' West, along said North line, a distance of 106.73 feet to the point of beginning.

A parcel of land being a portion of Lot 8, Block 4, Tract 1257, Resubdivision of a portion of the FIRST ADDITION TO SHIELD CREST, Klamath County, Oregon, more particularly described as follows: PARCEL 2

Beginning at a 5/8" iron rod marking the Southeast corner of Lot 8, Block 4 of said Tract 1257; thence South 81 degrees 10' 56" West along the South line of said Lot 8, a distance of 103.53 feet; thence North 60 degrees 23'53" East a distance of 97.84 feet to a 5/8" iron of 103.53 feet; thence North 60 degrees 23'53" East a Drive; thence Southeasterly along the rod on the Westerly right of way line of Shield Crest Drive; thence Southeasterly along the arc of a 330 foot radius curve, concave to the East (chord = South 27 degrees 58' 12" East, arc of a 330 foot radius curve, concave to the point of beginning.

Account#3910-008B0-01700

Key#830471 Code#162

	OF OREGON: COUN or record at request of June	. Nortgages	e Co o'clock A M., and co on Page 15 Berne	the 8th duly recorded in Vol tha 6 telsch, County C	day
FEE	s30.00		230779	0	