

Vol. MS_Page_15318

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MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY 35273-MK AFTER RECORDING, MAIL TO: WASHINGTON MUTUAL Loan Review	
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P.O. Box 91006, SAS0304	~
Seattle, WA 98111	
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DEED OF TRUST	
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THIS DEED OF TRUST ("Security Instrument") is made on _June_7th	
995 . The grantor is ALEJANDRO REYNA	
ADagaganth The Augusta In John	
("Borrower"). The trustee is MOZIN	("Trustee"). The beneficiary i
KLAMATH COUNTY, an Oregon Corporation WASHINGTON MUTUAL BANK	, which is organized and existin
nder the laws of Washington, and whose address is	
SEATTLE, WA 98101	("Lender"
orrower owes Lender the principal sum of FTFTY THOUSAND THREE HUNDRED	
Dollars (U.S. \$ 50, 350, 00).	This debt is evidenced by Borrower'
ote dated the same date as this Security Instrument ("Note"), which provides for mor	nthly payments, with the full debt, if no
aid earlier, due and payable on <u>July 1st</u> 2025	This Security Instrumer
ecures to Lender: (a) the repayment of the debt evidenced by the Note, with Inte	
	rest, and all renewals, extensions an
nodifications of the Note; (b) the payment of all other sums, with interest, advanced ur	nder paragraph 7 to protect the securit
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bunty, Oregon: LOT 5, IN BLOCK</th></tr><tr><th>nodifications of the Note; (b) the payment of all other surns, with interest, advanced unit this Security Instrument; and (c) the performance of Borrower's covenants and agricultured the Note. For this purpose, Borrower Irrevocably grants and conveys to Trustee, in escribed property located in <a href=" https:="" recorded-to-sure-time-time-time-time-time-time-time-tim<="" th=""><th>nder paragraph 7 to protect the securit eements under this Security Instrumer in trust, with power of sale, the followin bunty, Oregon: LOT 5, IN BLOCK</th>	nder paragraph 7 to protect the securit eements under this Security Instrumer in trust, with power of sale, the followin bunty, Oregon: LOT 5, IN BLOCK
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BORROWER COVENANTS that Borrower is lawfully selsed 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.

and small be payable, with interest, upon notice from Lender to bottower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrumence coverage insurance. The control of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage is not available, borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance search in lieu of mortgage insurance mount and for the period that Lender requires provided by an insurance required, use a loss reserve in lieu of mortgage insurance mount and for the period that Lender requires provided by an insurance in effect, or to provide a loss reserve, until the requires provided by an insurance in effect, or to provide a loss reserve, until the required to mortgage insurance ends in accordance available and written agreement between Borrower and Lender, Borrower and Lender and retain mortgage insurance ends in accordance required to mortgage insurance in effect, or to provide a loss reserve, until the required to mortgage insurance ends in accordance required to mortgage insurance in effect, or to provide a loss reserve, until the required to mortgage insurance ends in accordance and in accordance and a loss reserves and the control of the cont wal eldaoliggs to rebined and tender Borrower and Lender to applicable law.

The Protection of Lender's Rights in the Property. If Botrower falls to perform the covenants and agreements contained in this Security Y. Protection of Lender's Rights in the Property (and proceeding in beneformed in the Property (and proceeding in beneformed in the Property (and proceeding in the Property and proceeding in the Property and proceeding in the Property and Lender's rights in the Property. Lender does not have to do so.

Lender may take action under this paregraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paregraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paregraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paregraph 7 and become additions interest from the date of disbursement at the Note rate and shall be payable, with interest under this paregraph 7 and Lender does not have to do so.

So and shall be payable, with interest, upon notice from Lender to Sonower requesting payment.

S. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, and and any source of the mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument.

Georgancy, Preservation, Reinferance and Protection of the Property; Borrower's Loss Application; Lesseholds. Borrower shall be countried to the acquieting to countried the property as and use the Property as Inchined to the action of the Property and the Property of the manager in writing the Institution of the feet information of the fe

Unless Lender and Borrower officewise agree in writing, any application of proceeds to principal shall not extend or postpone the Gue date of the payments. If under paragraphs 1 the Property is under paragraphs 1 the Property is under paragraphs 2 to change the amount of the payments referred to in paragraphs 2 and proceeds resulting from damage to the Property prior to the acquisition.

Security have to the school of the standard proceeds resulting from the acquisition.

Respected to the standard proceeds and protection of the Property: Borrower's Loan Application: Lesscholds. Borrower shall be conducted by Contract of the Security Instrument from the property prior to the acquisition.

Unless Lender and Borrower otherwise egree in writing, insurance proceeds shall be applied to restoration or repair of the Property of Unless Lender and Borrower otherwise egree in writing, insurance proceeds shall be applied to the restoration or repair is economically tensible and Lender's security would be lessened, the insurance proceeds shall be applied to the area area within 30 days a notice from whether or not then due, with any excess paid to Borrower abandons the Property, or does not answer within 30 days a notice from whether or not then due, with any excess paid to Borrower. If Borrower abandons the insurance proceeds. Lender may use the proceeds to reader that the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may use the proceeds to repair the property or to pay aums secured by this Security instrument, whether or not then due. The 30-day period will begin when the replace is given.

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 renewals. If Lender requires, Borrower shall give prompt notices to the shall broader. Lender may make proof of loss if not made notices. In the sweet of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

By Hazard of Property insurance. Borrower shall keep the improvements now extends or hereafter erected on the Property insurance.

3. Hazard of Property insurance. Borrower shall keep the improvements now extends of provements or produced or the periods or folluding should shall be be to maintained in the amounts and for the periods that Londers and shall be maintained in the amounts and for the periods that Londers are insurance shall be chosen by Borrower subject to Lenders approval whell not be unreasonably withheld. If Borrower falls to maintain the insurance shall be chosen by Borrower subject to Lenders approval whell not be unreasonably withheld. If Borrower shall be chosen by Borrower subject to Lenders approval which shall not be unreasonably withheld. If scrotdance with accordance with a secondance with the property of the periods of the p

A. Cherges, Lens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Propenty which may attain promptly turnish to Lender all not paid in that manner, and leasohold payments or ground ronts, if any, Borrower shall pay these obligations in the manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person of amounts to be paid under this persons in Borrower makes these payments. Borrower: (a) agrees in writing to the payments to Lender receipts andereding which has prohibly over this Seoutly instrument unless Borrower: (a) agrees in writing to the Borrower: (b) contests in good faith the lien to, or defende against payments of the lien in, legal proceedings which in the Lender's Dolinon operato to prevent the endor determines the lien; or (c) seouses from the ordored lien in, legal proceedings which in the Lender's Dolinon operato to prevent the endor determines that of the ilen in, legal proceedings which in the Lender's Dolinon operato to prevent the analysis of the school of the actions set to this Seoutly instrument. If Lender the Indic of contest in notice identifying the lien. Seoutly is subject to a lien which may attain priority over this Borrower and the Borrower and agreement of the lien and the school of the actions set forth above within 10 days of the Siving of notice.

3. Hazzerd or Property Insurence. Borrower shall set the Borrower and the Property Insurence. Borrower and the Borrower and the Insurance of the actions set to the Borrower and the Borro

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 secondance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to make the amount necessary to make the amount necessary to make the secondance with the requirements of applicable law. If the amount of the secondance with the secondance may so notify Borrower in withing, and, in such case Borrower shall person to receive a by 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 paragraphs of the Property, shall apply any Funds held by Lender and secured by this Security instrument.

3. Application of Peryments. Unless applicable law provides otherwise, all payments received by Lender paragraphs 7 and 2 shall pointed the first of a credit against the sums secured by this Security instrument.

3. Application of Peryments. Unless applicable law provides otherwise, all payments received by Lender paragraphs 7 and 2 shall principal due; tend last, to any late charges due under the Note:

4. Charges, Liers. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property may and Charges; Liers. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, in Funds shall be held in an institution whose deposits are insured a pay the Eacrow Items. Lender may not oherge Lender is such an institution) or in any Federal Home Loan Bank. Lender shall species account, or verifying the Eacrow Items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the arch a charge. However, Lender may require Borrower to pay a Borrower interest on the Funds and applicable law permits Lender a charge. However, Lender may require Borrower any interest one-time otherge to an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides used by Lender shall not be required to pay Borrower any interest one-time otherwise. Unless an agreement is made or applicable law provides and debits on the Funds. Borrower and Lender may agree in willing, however, that interest shall be paid on the Funds. Borrower and Lender may agree in willing, however, that interest and the purpose for while accounting of the Funds and Lender shall account the accounting of the Funds and shall accountly for all sums secured by this Security Instrument.

Borrower is well ander exceed the amounts permitted to be held by applicable law, Lender shall account to the account it the Funds and by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the account it to the account the funds and the funds and the funds are an any Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the account it the funds and the funds are accounted to the funds and the funds and the funds are accounted to the funds and the funds and the funds and the funds are accounted to the funds and the funds are accounted to the funds and the funds and funds and funds are acco

Introded to the debt by Borrower to the design and the charges. Borrower shall promptly pay when due the principal of and linetest; Prepayment and late Charges. Borrower shall promptly pay when due the principal and Interest; Prepayment and late charges due under the Note.

2. Indust for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the Architect of Debt and Interest of Subject to applicable law or to a written waiver by Lender, Borrower that a sum (Funds) for: (a) yearly taxes and essessments which may attain pointly over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground tents on the Property; (a) yearly leasehold payment or ground tents on the Property, It any; (c) yearly payments or ground and the payment of mortgage insurance premiume, It any; (e) yearly leasence premiume; (d) yearly leasehold payment of mortgage insurance premiumes. (d) yearly leasence premiumes (d) yearly liens for the payment of mortgage insurance premiumes. It any; and (f) percent in the payment of mortgage insurance premiumes. It any; and (f) percent in the payment of mortgage insurance premiumes. It any; and (f) percent in an amount not to axosed the maximum premiumes. It any some to Lender, in accordance with the provided from time to time, Iz U.S.C. Section SEO It sect ("RESPA"), unless another law that applies to the Funds may estimate as a lesser amount. If so, Lender may, are not in the manumation of Funds due on the basis of current data and reasonable estimates of strends due on the basis of current data and reasonable estimates of symmetric or the payment of conditions in an entire transportance with applicable item.

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136TEST

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Loan #: 01-983-508374-6

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 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 any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds 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 law.

The Funds shall be held in an Institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or 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 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 not be required to pay Borrower any interest 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

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 against the sums secured by this Security Instrument.

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 pay the person owed payment. Borrower shall pay the person owed payment. Borrower shall pay the person owed payments directly, Borrower shall pay the payments.

promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the Property is subject to a lien which may attain priority over this Security instrument, if Lender determines that any part of the Borrower shall estiefy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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 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

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. Occurrency Preservation, Maintenance and Protection of the Property Rorrower's Loan Application: Leasthalds. Rorrower 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 agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's 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 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 by this Security Instrument or Lender's security interest. Borrower shall also be in default instrument or Lender's security interest. Borrower shall also be in default in Instrument or Lender's security interest. Borrower shall also be in default in the property or other material impairment of the lien created the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal materially talse or inaccurate information or statements to Lender (or falled 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 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 prioriting cover 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,

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, required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower shall 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 coverage (in the amount and for the period that 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.

to 9 of 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.

10, Condemnation. The proceeds of any award or claim for damages; direct or consequential, in connection with any condemnation or

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. 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the fair 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 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a

sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to collect and apply

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If the Property is a borrower than the Borrower th

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.

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 Walver. 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 interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and 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 instrument; (b) Is not personally obligated to pay the sums secured by this Security Instrument on the 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 charges, and that law is

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 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, finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, and (b) any sums already 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 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 principal owed under the Note or by making a direct payment to Borrower.

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 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 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 by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender designates by notice to Borrower.

Lender designates by notice to comover. Any notice 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 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 Note are declared to be severable

provisions of this Security Instrument and the Note are declared to be severable.

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

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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lendor'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 tederal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay 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.

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 as if no acceleration had 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 paragraph 17.

remain fully effective as if 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 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 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 one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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 Property of small quantities of Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Environmental Law in the property is property and any Hazardous Substance or Environmental Law of which Borrower has actual regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation

federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender 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 covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the otherwise). The notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the detault 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 notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses and may invoke the power of sale and any other remedies permitted by applicable law.

and

in tenn #: 01-993-508374-6

event of default and of Lender's election to cause the Property to be sold and shall cause such notice of the occurrence of an which any part of the Property is located, a 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 bilder at the time and place and under the terms designated in 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 prime face 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.

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 Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or

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 conferred upon Trustee

Instrument, the covenants a agreements of this Security	Security instrument. If or and agreements of each suc instrument as if the rider(s) w	nstrument and in the Note, "attorr ne or more riders are executed th rider shall be incorporated into vere a part of this Security Instrum	by Borrower and recorded	together with this Ca
Adjustable F	Rate Rider Payment Rider er	Condominium Rider Planned Unit Development Rate Improvement Rider	1-4 Fit Rider Biwee	amily Rider ekly Payment Rider nd Home Rider
BY SIGNING BELC in any rider(s) executed t	DW, Borrower accepts an by Borrower and recorded	d agrees to the terms and cov	enants contained in this	Security Instrument
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STATE OF OREGON, Klamath On this 8t ALEJANDRO REYNA	County ss:	June , 19 <u>.9</u>	5, personally appeared	d the above named
and acknowledged the fore WITNESS my hand		his/back/tybeckr ne day and year in this centifica	voluntary a	act and deed.
Official Seal) OFFICIAL S MARY KENNI NOTARY PIBLIC COMMISSION NO MY COMMISSION EAPPRIS	EALLY OREGON	Before me: Notary Public for Oregon ST FOR RECONVEYANCE) Hually	}

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes secured by this Deed of Trust, have been paid in full. 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.

STATE OF OREGON: COUNTY OF KLA	MATH: ss.	
Filed for record at request of of A.D., 19 _ 9 _ M	Mountain Title Co at 3:08 o'clock P ortgages on P	the 9th da M., and duly recorded in Vol. M95
FEE \$25.00	By Sym	Bernetha Geletsch, County Clerk