more of the actions on forth above within 10 days of the picture of reace. this Security Insparague, Lender roay give Borrower a notes, alonalying the firm the security and mus becausty tassianeau. It hender determines that any just of the Projecty is suffer to a de-When Recorded, Mail To:

When Recorded, Mail To:
IMPERIAL CREDIT INDUSTRIES, INC. Out of the second seco 2600 MICHELSON DRIVE, SUITE 600 MICHELSON DRIVE, IRVINE, CA 92715

[Space Above This Line For Recording Data]

## Militari Tura Ergan i ganahawa, luanga bag DEED OF TRUST Frank Capacity at the contract of the declaration of the appropriate gas and the contract of

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 14TH, 1995 DAN L. THOMAS AND SANDRA C. THOMAS, AS TENANTS BY THE ENTIRETY रमुणां स्थित है। है। एपुंडे हान व्यवकारों अध्यक्ष्यार्थ, का स्थापन क्षति क्षत्र दूरहाहरू करें। सुन्यस्था को नुष्यह अध्यक्ष

time is not sufficient to pay the Eschaw Henry when direct they we rough this past in the defor the excess that's in accordance also the requirements of a photologic forcibit discontinues in

or of the section of somewhat property about property of the bost participations of the experience of

et gan jaroczyk cemen artojo obk obiego pegg ple ponder so eo en er og sedananeste ne object. Poud all all the four of many provings M. Landrodon by Seaton to will the Inspection of

. The grantor is

("Borrower"). The trustee is the first out can use among because to prince all about the con-

FIRST AMERICAN TITLE (See 1986 b) of Section (section) and given the edition, course the ground of a course of the bunds, the relative to be and delete to be for

("Trustee"). The beneficiary is

IMPERIAL CREDIT INDUSTRIES, INC., A CALIFORNIA CORPORATION which is organized and existing under the laws of CALIFORNIA address is 20371 IRVINE AVE., SANTA ANA HEIGHTS, CA 92707

. and whose

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100

Dollars (U.S. \$ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1ST, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of KLAMATH sale, the following described property located in County, Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE IS MADE A य केल्याचेत्रस्य क्या. अत्यक्तरः मुज्यारि द्या.

ACCOUNT #3607A-15CD-1000 #322984 ACCOUNT #3607A-1500-1000 KEY #321315 ACCOUNT #3607A-1500-100 KEY #493

 Permits the Faces and Imperiments Sufficial to applicable for a to expense. lease despression process can que approcarquies que la prospessor que la destracte con como en el colo es proc L. Colomost of Chicipal and Interest Prepayment and Late Chical Co. 177

CMBCCO COMERNACE E proved and confictor action of the managener. "Employ de la constitue de la section de desputation de la complete de la complete de la constitue de la const JEEP 在1000年度是 1972年在1200年度日本中国的中国的国际公司的国际公司的国际公司的国际公司

gr<mark>igang honoragi</mark>s igo maja an gro-panhoris, minjara ng paryon ang gaarmo pot argaary a tima, anna ay a s

which has the address of 24305 HIGHWAY 97 NORTH, CHILOQUIN
Oregon | 97624 | [Zip Code] ("Property Address")

[Street, City].

OREGON-Single Family-FNMA/FHLMC UNIFORM

[Zip Code] the sales are and appears

INSTRUMENT Form 3038 9/90 -6R(OR) (9212).01

MPOR3111 - 04/95

VMP MORTGAGE FORMS - (800)521-7291

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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 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 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 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

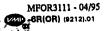
twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit 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 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 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 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, 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 the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by 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 Borrower's 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

has a MPOR3111 P04/95 (To see to la sect de mondique de pour par el mondial e section en -6R(OR) (9212).01

CO -SEIORI PERSON

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

1.456 7 CL (\*

and any 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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the 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 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 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 to 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

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not 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 forbearance 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 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 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge 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 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 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.

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 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 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 the less has been included in this the temp for the

MPOR3111 - 04/95

-BRIOR) (9212).01

-BRIOR) (9212).01

-BRIOR) (9212).01

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.

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 payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be 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 that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If 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 necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic 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.

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 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 fuil 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 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. 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.

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.

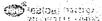
23. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

conferred upon Trustee herein and by applicable law.

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, hest museum [] and court in ...

MPOR3111 - 04/95 -6R(OR) (9212).01

orm 3038 9/90 9100002782



<b>ชีวิธี-</b> อยเดน กรมของ	<b>25666</b>
MCO25111 - (4/65	통하는 보통하는 사람들은 사람들이 보면하는 사람들이 보는 사람들이 되었다. 그런 사람들이 바람들이 다른 사람들이 되었다.
Security Instrument, the covenants and agreemen	f one or more riders are executed by Borrower and recorded together with this is of each such rider shall be incorporated into and shall amend and supplement rument as if the rider(s) were a part of this Security Instrument.
Adjustable Rate Rider See Sun Box 10	Condominium Rider
Graduated Payment Rider 1 12009202 10	Planned Unit Development Rider Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider Second Home Rider
V.A. Rider	☐ Other(s) [specify]
	aling 1982 (1997) to the administration of the control of the cont
अवस्थानकार एवं अवस्थार है है। उस होते से सूर्व है का स्	ray werd has the major and over the control of the
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 recorder	
Witnesses:	net graph assume by 1990 of a second of the
का नाम र विचार प्रकृति है। विकास मान्यकी है। विकास स्थान	(Seal)
get MARIESPEL en historieren fil jarregene inne Deutsch De Ottomatik da 111 maart 20 miljong 1 maa de familie	-DOLLOW CI
हो क्षेत्र स्थान हो। या प्रतिकार केर स्थान स्थान हो।	THE STATE OF STATE OF STATES AND
ora monarcia, organização y am arqueriz espripir e Portograpa cara organização extenda e cara espribilidades de como contra espribilidades de contra espribi	(Seal)
Carried the State of the Control of	SANDRA C. THOMAS -Borrower
	्रीता क्रांस्त्रा क्षेत्र क्
STOOTED BY THE EXCEPTIONS IN THE HER WHEN AN A	08.100 (Seal) 16.208 .19.102 (1.1.10.10) (Seal)
of the good life of each prescribed unit office.	-Borrower
the plantages are there in agree from the focu-	स्कार मध्येत्रक के विक्रमित के क्षेत्रक के कार्य कार्य के जान
STATE OF OREGON, KLAMATH	
On this see 15th control day of the seen	September 1995, 1995, personally appeared the above named
DAN L. THOMAS and SANI	DRA C. THOMAS
the foregoing instrument to be their	and acknowledged voluntary act and deed.
्कर क्षेत्रकृत मुख्या । जनसङ्ग्री कृतिक पृथ्योत् सुन्तर । अतिमान्तर । अस्य पृत्या स्थित । अस्य विश्वास्त्र स्थ १९९८म् । स्थापित स्थापना स्थापना । अस्य स्थापना अस्य स्थापना स्थापना सम्बद्धार ।	분합하다 House Community (현소의 ) 등 House
My Commission Expires: 9/28/96	Before me:
(Official Seal)	Junatur (Bergala) ABOTO TAN SIBBANG GALAN
GENINE JOHNSON	And the state of t
COMMISSION NO. 018718	AND THE STATE OF T
MY COMMISSION EXPIRES SEPT. 28, 19	₩
Partier on the profession of many medium of the profession of the	
	ginton - Trice did 6 (2) the tripolation in Form 3038 9/90 till ton course of the main and the control of the c
MFOR3111 - 04/95 pt q p) of hycappo gray	9100002782
INCOME BUILDING TO A COLUMN PROPERTY OF THE PR	第21 後に対けば、製造機能の数に経過的には、治しつことには、ことには、ことには、ことには、ことには、ことには、ことには、
्रकार विकास है। या सम्बर्ध कर्म, विकास विकास का <b>व्यवस्थान विकास कर्म।</b> या के अस्तर प्रतिकास कर्मी क्षेत्री के अस्ति विकास क्षेत्री के स्थानिक क्षेत्री के स्थानिक क्षेत्री के स्थानिक	warp ang hitatang perapakan ang Pilaten kan pertang pertang di selah selah selah selah selah selah selah selah Sebagai perapakan perapakan perapakan kentang pertang di selah selah selah selah selah selah selah selah selah
т қары (; сон жамба), прастықта сынды інд	पंचर पहुंचे मुंबर क्षान्ति मुंबर कुर्वित के स्थान होने होते हैं। इस मुंबर होने हैं।
The sum of the state of the second se	Access The Note of parties and the parties of the p
. NO technic proportion of constrained about harmon	Carrier to the control of the contro
tryphological because to took doll activity [IIII. 6]]	<del>skiple se je en go kinigo in je je roga i o</del> objekt od objekt od objekt od objekt od objekt od objekt od objekt o
i approvince production in contraction of the contr	BUGST (EDITO TODINESSESSION OF A AMERICAN OF A CONTRACT
ting the lien of the recomb locations to adder	ution plans adjuntations I grain service is the street of the contract of the
curss any actions of each other coverents of appropriate formal backet for the executive appropriate the first first for the first first formal forma	ia Magna an ngo gasabath i na galasaan i li ili. Paji gama wag yah saysa wang marasa li ili ili ili ili ili ili ili ili ili
Lender all came which then would be due under cares any defaut of enviorier revenuels in agra- including, but not having the revenuels attorned that the Ben of this secondy in transment. Lender	e tibus as que perioris con pourose do la comencia de la comencia de la comencia de la comencia de la comencia Espandiase (e) influencia despuis antique de la comencia del la comencia del la comencia del la comencia del la comencia de la comencia de la comencia de la comencia del la comencia de la comencia del la comencia d
applicable the near the large of a pelgarunt of Security has a cent of the rate of a pelgarunt of Leader all curse which their would be due under any affact of early offer coverents in against their application of their province amount including has not disk secondly increment. Leader	ia Magna an ngo gasabath i na galasaan i li ili. Paji gama wag yah saysa wang marasa li ili ili ili ili ili ili ili ili ili

Lot 16, Modoc Point, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon,  $\Lambda LSO$ 

That portion of the SW\set of Section 15, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying East of the Easterly right-of-way fo the Southern Pacific Railroad, less that portion lying within the right of way of the Dalles-California Highway.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed 1	for record at request of		K1	ama	th Coun	ty Title		the	22nd	day
of	Sept	A.D., 19	95	_at_	11:16	o'clock	A	M., and duly recorded in Vol.	M95	
	of		Mortg				on Pag	ge 25661		
								Bernetha G. Letsch, Coun	ty Clerk	
FEE	\$40.00					B	y Jun	eth heisas		
						`		0		