AFTER RECORDING MAIL TO:

**GN MORTGAGE CORPORATION** 4000 WEST BROWN DEER ROAD BROWN DEER, WISCONSIN 53209

Loan No.	2168730	[Space Above This Line For Recording Data]	_
		DEED OF TRUST	
		MARCH 22, 1996	·
THIS	DEED OF TRU	T ("Security Instrument") is made onMARCH 22, 1996("Borrower"). The trustee("Trustee"). The beneficial	is.
The grant	or is	(Bollower), The tradect	y is
REGIONA	L TRUSTEE S	RVICES CORPORATION which is organized and exis	sting
			55 1
under the	laws of STAT	OF WISCONSIN, and whose addre UE SUITE 293 WEST HILLS, CALIFORNIA 91307("Lende	יל").
			_
Borrower	owes Lender If	o principal sum of ur Hundred and 00/100 This dobt is evidenced by Borrower's note dated the same date as this Security Instrum	nent
	49.400	), [[IIS GEDI IS EVICENCOUND ] - APRIL 1, 2026	
This Sect	THIS HISHUITION	DO This debt is evidenced by Borrower's note dated the safet. 1, 2026  or monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2026  or monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2026  or monthly payments, with the full debt evidenced by the Note, with interest, and all renewals, extensisecurity to protect the security of Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of Note; (b) the payment of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements and agreements under this Security Instrument and the Note. For (c) the performance of Borrower's covenants and agreements and payable of the Note of Security Instrument and I	
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LOT 7 IP		/AGON TRAIL ACREAGES NO. ONE, SECOND ADDITION, ACCORDING TO EREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH	

("Property Address"); 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 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.

THE SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by juristiction constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

LAPINE

[City]

which has the address of \_\_\_\_CORNER/WAGON TRAIL ROAD & POMMEL COURT

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.

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 may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if only ground rents on the Property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, any; (c) yearly hazard or property insurance premiums, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage 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 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 if any; and (f) any sums payable by Borrower to Lender, in accordance with applicable and the Property, if Punds 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 uncluding 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 charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pays Borrower interest on the Funds and applicable law permits service used by Lender in connection with this loan, unless applicable law pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law pay a one-time charge for an independent real estate tax reporting service used by Lender interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable and requires interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable and requires interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable and requires interest to be paid, Lender shall not be required to pay provides otherwise. Unless an agreement is made or applicable and required to pay provides otherwise. The Funds are interest agency agency and the funds are paying the escrow account, or verifying the Escrow Items, unless tender may not paying the escrow account, or verifying the Esc

-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT **OREGON** GFS Form - G000046

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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 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 of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender was notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender was notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender the amount of the Funds held by Lender at any time is not sufficient.

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 may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the may attain priority 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 Borrower shall promptly discharge any lien which has priority over this Security Instrument of the lien by, or defends against the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good taith 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 enforcement of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying 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 reproviding the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower subject to 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 damaged, if the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons "he Property, or does not answer within 30 lnstrument, whether or not the Property or does not answer within 30 lnstrument. The Property or does not answer within 30 lnstrument. The Property or does not answer within 30 lnstrument. The Property or does not answer within 30 lnstrument. The Property or does not answer within 30 lnstrument. The Property or does not answer within 30 lnstrumen

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 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 date of the Property prior to the acquisition 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 otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond the property and the property allow the Property to deteriorate, or commit waste on the Orrower's control. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith Property Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's property or otherwise materially impair the lien created by this Security Instrument or Lender's property or comments. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be indefault into proceeding to the Borrower's interest in the Property or other security interest. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interests to Lender (or failed to provide Lender with all impairment of the lien created by this Security Instrument or statements to Lender (or failed to provide Lender with during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with all Borrower shall comply with all any material information)

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 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 which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property.

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 subsurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsurance 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 premium coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium a lost provided by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as some payments 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 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 able and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance of the Property. Lender shall give Borrower.
- 9. 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 of the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or consequential or consequential or condemnation or condem

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 shall be reduced by the security Instrument shall be reduced by the foreign 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, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured in the paid to Borrower. In the event of a divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, 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.

Initials SP6

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.

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 Walver. Extension of the time for payment or modification of amorrelease the liability of the original Borrower or Borrower's successors in interest of Borrower shall not operate to 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 no exceedings instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in excessing 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 (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 other Borrower may agree to extend, modify, forbear or make any accommodations with regard to 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 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 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charges to make this retund by 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 b
- 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 by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any 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 such conflict shall not affect other provisions of this Security Instrument or the Note conflicts with applicable law, provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

  16. Borrower's Conv.

  17. Borrower's Conv.

  18. Borrower's Conv.

  18. Borrower's Conv.

  19. Borrower's con
- - 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 shall not be exercised by Lender if exercise is prohibited by federal law as of the date of 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.

  18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this 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 pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and 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
- 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 in the 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.

  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 Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

  Borrower shall promptly dived ander written notice of any investigation, claim, demand, lawguit or other action by any covernmental.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental task nowledge. If Borrower learns, or is notified by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has act task nowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Environmental Law.

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, rad protection.

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

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 the date the notice is given to Borrower, by which the default must be curred; and (d) that failure to cure the default on or before the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonsert in the case of Borrower to acceleration and sale. If the default is not cured on or before the 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 enreasonable 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 nee may purchase the Property at any sale.

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2168730 Loan No.

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 facle 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security by appellate court. Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and

Instrument, the covenants and agreements of each su agreements of this Security Instrument as if the rider(s	s) were a part of this	Security Instrument.	
[Check applicable box(es)]  Adjustable Rate Rider  Graduated Payment Rider  Balloon Rider	Condominiu    Rate Improv	ım Rider ilt Development Rider vement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
Other(s) [specify]  BY SIGNING BELOW, Borrower accepts an rider(s) executed by Borrower and recorded with it.  Witnesses:	nd agrees to the te	ms and coverians community	2
		JAMES P. GROGAN	(Seal) -Borrower
			(Seal) -Borrower
		<u> </u>	(Seal) -Borrower
			(Seal) -Borrower
(Sp.	ace Below This Line	e For Acknowledgement]	
NEVADA	WASHOE EXERCITED 1996	County ss:	personally appeared the above named and acknowledged
the foregoing instrument to be his //her// /thei/	voluntary act and d	leed. efore me: a notary p	ublic
(Official Seal) My Commission expires: 12-1-97	•	Ardth.	Aucl.
JUDITH A. FRUGOLI  Notary Public - State of Nevada  Appointment Recorded in Washos County  MY APPOINTMENT EXPIFES DEC. 1, 1997		/	John Public for Oregon

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 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.

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22ND day of MARCH, 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to  "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to  "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to  "This planned into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Borrower") to secure Borrower's Note to  "Security Instrument" of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to
of the same date and covering the Property described in the Security Instrument and located at:  CORNER/WAGON TRAIL ROAD & POMMEL COURT, LAPINE, OREGON 97739-  [Property Address]
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as

WAGON TRAIL RANCH

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

In addition to the covenants and agreements made in the Security Instrument, Borrower and PUD COVENANTS. Lender further covenant and agree as follows:

Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. A. PUD Obligations. The "Constituent Documents" are the: (i) Declaration (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium

installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the or blanket policy. Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid

to Borrower. Borrower shall take such actions as may be reasonable to insure that the Owners C. Public Liability Insurance. Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

Borrower shall not, except after notice to Lender and with Lender's prior written E. Lender's Prior Consent. consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender:

(iii) termination of professional management and assumption of self-management of the Owners Association; or Form 3150 9/90

MULTISTATE PUD RIDER -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form G000812

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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		JAMES P. GROZAN		(Seal) -Borrower
				(Seal) -Borrower
	•			(Seal) -Borrower
				(Seal) -Borrower
STATE OF OREGON: COUN	ITY OF KLAMATH: ss.			
Filed for record at request of of April of	Klamath County 7 A.D., 19 96 at 11:0	7 o'clock AM., and con Page 91		м96
FEE \$35.00		By Series	tha G. Letsch, County	