APR -8 P3:31

Loan No. 01 #875#595091.20m and the following state of the Charges: Boston No. 01 #875#595091.20m and the following state of the followin
MOUNTAIN TITLE CO. 37399-MS
AFIER RECORDING, MAIL 10:
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Ioan Servicing P.O. Box 91006, SAS0304
Seattle, WA 98111

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DEED OF TRUST K-48094

Corporation (*E	Borrower*). The trustee is MOUNTA		
	Borrower'). The trustee is MOUNTA		
	DOMOWELL HINGUIUSIEGIS MAKIMITA	ממשבתים מיב כים בדודות זמד	
Corporation		('Trustee'). The beneficiary is	
		, which is organized and existing	
WASHINGTON MUTUAL BANK under the laws of Washington	and whose address is 1201 THIRD AVENUE.		
SFATTLE, WA 98101	The state of the s	("Lender").	
Borrower owes Lender the principal sum of _SEVENTS	Y-SEVEN THOUSAND EIGHT H	UNDRED & 00/100	
Dollars (L	U.S. \$ 77.800.00). Tr	nis debt is evidenced by Borrower's	
note dated the same date as this Security Instrument	("Note"), which provides for month	ty payments, with the full debt, if not	
paid earlier, due and payable on May 1st 2026		This Security Instrument	
secures to Lender: (a) the repayment of the debt ex	videnced by the Note, with interes	t, and all renewals, extensions and	
modifications of the Note: (b) the payment of all other	sums, with interest, advanced under	er paragraph 7 to protect the security	
of this Security Instrument; and (c) the performance of	of Borrower's covenants and agree	ments under this Security Instrument	
and the Note. For this purpose, Borrower irrevocably	grants and conveys to Trustee, in to	rust, with power of sale, the following	
described property located in KTAMATH	Coul	nty, Oregon:	
described property located in Transacti	. Been and the second contraction of the sec	.,,	
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

Loan #: 01-875-595091-0

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

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 content 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 leasehold payments or ground rents on the Property, if any; (d) yearly leasehold payments or ground rents on the Property, if any; (e) yearly 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 premiums. I nese nems 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 Borrower 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. Lender may not charge 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 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 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 Escrow thems 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.

If, under paragraph 21, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any Funds held by Lender, 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 principal due; and last, 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 them on time directly to the person owed payment. Borrower shall payments furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall 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 enforcement of the lien in secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against holder of the lien in a 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 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 requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 deasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security is not the sums secured by this Security instrument, then the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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

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 pass to Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition 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 shall continue to occupy 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 extenueting 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 if Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concerning Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concerning Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concerning Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concernin

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 falls 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 over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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 insurance coverage mortgage insurance previously in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the from an alternate mortgage insurance previously in effect, and it is substantially equivalent to the grown an alternate 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) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums with any written agreement between Borrower and Lender or applicable law.

Loan #: 01-875-595091-0

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

Mirries Mirries

10: Condemnation: The proceeds of any award or claim for clamages, direct or consequential. In connection with any condemnation or

other taking of any part of the Property; for for conveyance in field 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 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 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 Socurity 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 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.

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

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 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 full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Lean #: 01-875 595091-0		
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Borrower, shall sell the Property at public auction to the high notice of sale in one or more parcels and in any order Trust Property at any sale. Trustee shall deliver to the purchaser Trustee's deed	oe determines. Trustee may	ce and under the terms designated in t postpone sale of all or any percel of
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Implied. The recitais in the Trustee's deed shall be prima facie of the proceeds of the sale in the following order: (a) to all expensionarys' fees; (b) to all sums secured by this Security Instrume 22. Reconveyance. Upon payment of all sums secured in the security Instruments of all sums secured by the security Instruments.	rvidence of the truth of the statistics of the sale, including his	any covenant or warranty, expressed lements made therein. Trustee shall app
22. Reconveyance. Upon payment of all sums secured	ht; and (c) any excess to the p	erson or persons legally entitled to it.
reconvey the Property without warranty and Lender shall charge Bon	videncing debt secured by this	Security Instrument to Trustee. Trustee sh
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24. Attorneys' Fees. As used in this Security Instrument an	d in the Note *attendants	The dates comerce upon Truste
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On this 4th day of April		nally and
THAD	, person	ally appeared the above named
and acknowledged the foregoing instrument to be his/war/	(MXXX	
WITNESS my hand and official seal affixed the day and ye	or in this spetting.	voluntary act and deed.
		mten.
My Commission expires:June 8, 1999	ore me: Sue Nova	
	y Public for Oregon	OFFICIAL SEAL SUE NOVA
and the state of the	1,000	NOTARY PUBLIC OREGON COMMISSION NO. 044490
TO TRUSTEE: REQUEST FOR REC	CONVEYANCE	MY COMMISSION EXPIRES JUNE 08, 1999
The undersigned is the holder of the note or notes secured other indebtedness secured by this Deed of Trust, have been per	by this Deed of Trust. Said	note or notes, together with all
other indebtedness secured by this Deed of Trust, have been parties of OREGON: COUNTY OF KLAMATH: ss.	aid in full. You are hereby d	lirected to cancel said note or
		many hadd by the
for record at request of Klamath County Title April A.D., 19 96 at 3:31		the8th
of Mortgages	clock PM., and duly	recorded in Volday
	On rage	
\$25.00	Bernetha (G. Letsch, County Class
\$25.00	By Bernetha	G. Letsch, County Clerk

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