Vol. 794 Page 17006

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

	[Space Above This Line For Recording Data] -	
	DEED OF TRUST	
医阿萨斯特氏病 医抗性静脉管 医抗毒素	curity Instrument") is made on	June 10 -
) Q6 The assesses Long 1d L	Rradchaw and Margaret A. Brad	lehaw, hughand and wife
William L. Sisemore	("Borrower"). The trustee is	("Trustee") The beneficiary is
KLAMATH FIRST FEDERAL SAV	INGS AND LOAN ASSOCIATION	which is organized and existing
nder the laws oftheUNLUED St 540 Main Street: . Kla	ates of America , and whose addi math Falls, Oregon 97601	ress is("Lender")
orrower owes Lender the principal su	m of One hundred thousand dolla Dollars (U.S. \$ 100,000.00). T	ars and No/100
ated the same date as this Security In aid earlier, due and payable on ecures to Lender: (a) the repayment nodifications; (b) the payment of all of ecurity Instrument; (c) the performantote; and (d) the repayment of any furangraph below ("Future Advances"), of full reconveyance of the property by with interest thereon, shall be secured	strument ("Note"), which provides for monJuly15,2026	thly payments, with the full debt, if not
llowing described property located in our state of the state of the official plat there	n Klamath	t No. 1245, according
ollowing described property located in out 5 in Block 5 of lirst to the official plat there county, Oregon. Account Cogether with an undivided and more particularly desc	Addition to Shield Crest, Tracof on file in the office of the No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded	t No. 1245, according the County Clerk of Klamath No: 830417
ollowing described property located in the second s	Addition to Shield Crest, Trac of on file in the office of th No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oregon.	t No. 1245, according the County Clerk of Klamath No: 830417 the roads shown on the plat in Volume M-84 on page
Lot 5 in Block 5 of First to the official plat there county, Oregon. Account Rogether with an undivided and more particularly descipate Records of Klauath C	Addition to Shield Crest, Trac of on file in the office of th No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oregon.	t No. 1245, according the County Clerk of Klamath No: 830417 the roads shown on the plat in Volume M-84 on page
ot 5 in Block 5 of lirst to the official plat there county, Oregon. Account Rogether with an undivided and more particularly desc.	Addition to Shield Crest, Tracof on file in the office of the No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oregon.	County, Oregon: The No. 1245, according to County Clerk of Klamath No: 830417 Treads shown on the plat in Volume M-84 on page
ot 5 in Block 5 of lirst to the official plat there county, Oregon. Account Rogether with an undivided and more particularly desc.	Addition to Shield Crest, Tracof on file in the office of the No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon.	County, Oregon: The No. 1245, according to County Clerk of Klamath No: 830417 Treads shown on the plat in Volume M-84 on page
ot 5 in Block 5 of Pirst of the official plat there county, Oregon. Account Cogether with an undivided and more particularly desc.	Addition to Shield Crest, Trace of on file in the office of the No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon.	t No. 1245, according the County Clerk of Klamath No: 830417 the reads shown on the plat in Volume M-84 on page
ot 5 in Block 5 of lirst of the official plat there ounty, Oregon. Account ogether with an undivided and more particularly desc. 256. Records of Klanath C	Addition to Shield Crest, Trac of on file in the office of th No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon.	County, Oregon: t No. 1245, according the County Clerk of Klamath No: 830417 the reads shown on the plat in Volume M-84 on page
ot 5 in Block 5 of IMrst o the official plat there ounty, Oregon. Account ogether with an undivided and more particularly desc. 256, Records of Klaiath C	Addition to Shield Crest, Trac of on file in the office of th No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oregon. REEMENTS, PROMISES AND COMMITMI CONCERNING LOANS AND OTHER CRI HOUSEHOLD PURPOSES OR SECURED	ENTS MADE BY US AFTER THE EDIT EXTENSIONS WHICH ARE SOLELY BY THE BORROWER'S
ot 5 in Block 5 of Tirst of the official plat there county, Oregon. Account Cogether with an undivided and more particularly desc. 256, Records of Klanath County Oregon LAW, MOST ACT FECTIVE DATE OF THIS ACT OT FOR PERSONAL FAMILY OR ESIDENCE MUST BE IN WRITH	Addition to Shield Crest, Trac of on file in the office of th No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon. REEMENTS, PROMISES AND COMMITM CONCERNING LOANS AND OTHER CRI HOUSEHOLD PURPOSES OR SECURED NG, EXPRESS CONSIDERATION AND	ENTS MADE BY US AFTER THE EDIT EXTENSIONS WHICH ARE SOLELY BY THE BORROWER'S BE SIGNED BY US TO BE ENFORCEA
ot 5 in Block 5 of Tirst o the official plat there ounty, Oregon. Account ogether with an undivided nd more particularly desc. Records of Klanath C UNDER OREGON LAW, MOST ACFECTIVE DATE OF THIS ACT OT FOR PERSONAL FAMILY OR ESIDENCE MUST BE IN WRITH	Addition to Shield Crest, Tracof on file in the office of the No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon. REEMENTS, PROMISES AND COMMITM CONCERNING LOANS AND OTHER CRIBOUSEHOLD PURPOSES OR SECURED NG, EXPRESS CONSIDERATION AND	ENTS MADE BY US AFTER THE EDIT EXTENSIONS WHICH ARE SOLELY BY THE BORROWER'S BE SIGNED BY US TO BE ENFORCEA
ot 5 in Block 5 of lirst o the official plat there county, Oregon. Account ogether with an undivided and more particularly desc. 2.56. Records of Klaiath C. WINDER OREGON LAW, MOST AGFECTIVE DATE OF THIS ACT OT FOR PERSONAL FAMILY OR ESIDENCE MUST BE IN WRITH	Addition to Shield Crest, Tracof on file in the office of the No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon. REEMENTS, PROMISES AND COMMITMI CONCERNING LOANS AND OTHER CRITICOLD PURPOSES OR SECURED NG, EXPRESS CONSIDERATION AND	ENTS MADE BY US AFTER THE EDIT EXTENSIONS WHICH ARE SOLELY BY THE BORROWER'S BE SIGNED BY US TO BE ENFORCEA
ot 5 in Block 5 of lirst to the official plat there county, Oregon. Account together with an undivided and more particularly desc. 2.56, Records of Klaiath C. UNDER OREGON LAW, MOST AGFECTIVE DATE OF THIS ACT OT FOR PERSONAL FAMILY OR ESIDENCE MUST BE IN WRITH	Addition to Shield Crest, Trac of on file in the office of th No.: 3910-8B-1100 Key interest in all those private ribed in Declaration recorded ounty, Oragon. REEMENTS, PROMISES AND COMMITM CONCERNING LOANS AND OTHER CR HOUSEHOLD PURPOSES OR SECURED NG, EXPRESS CONSIDERATION AND	ENTS MADE BY US AFTER THE EDIT EXTENSIONS WHICH ARE SOLELY BY THE BORROWER'S BE SIGNED BY US TO BE ENFORCEA

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.



foregoing is referred to in this Security Instrument as the "Property."

UNIFORM COVENANTS: Borrower and Lend ir 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Eorrower 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 forfeiture of any part of the Property; 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 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 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.

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 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Propert; 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Len ier. Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

If the loan secured by this Security Instrument is subject to a law which sets maximum loan that Borrower's consent. 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17 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 ad Iress stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph. jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicab e law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the sold of the Borrower is not a natural interest in the sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or tra 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 Eorrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM CONVENANTS. Be trower and Lender further covenant and agree as follows: 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place, and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed designee may purchase the Prope ty at any sale 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

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

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it for a

fee of not less than \$5.00. Such person or persons shall pay any recordation costs. 22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.
24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this awarded by an appellate court. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check Applicable Box(es)]

Adjustable Rate Rider	Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	
Other(s) [specify] Hazard Insu	rance Loan Rider	
BY SIGNING BELOW, Borrower acce and in any rider(s) executed by Borrower and t	epts and agrees to the terms and Covenants recorded with it. Lonald L. Bradsh	Siaw - Borrower Bardshaw (Seal)
STATE OF OREGON COUNTY OF KLAMATH	SS: MYCO	OFFICIAL SEAL DENISE D. BICKFORD NOTARY PUBLIC - OREGON COMMISSION NO. 051871 MMISSION EXPIRES APR: 15, 2000
	June 10), 1996
The foregoing instrument was acknowledged b	setore me uns	nta)
My Commission expires: 4-15-200		Notary Public (Seal)
This instrument was prepared byKlamat	h First Federal Savings & Los	n Association
This instrument was prepared of		

HAZARD INSURANCE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT CONTAINS A PROVISION ALLOWING THE LENDER TO PLACE HAZAI D INSURANCE ON THE PROPERTY AND ADD THE COST OF THE INSURANCE TO THE LOAN BALANCE.

WARNING:

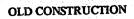
Unless you, (the "Born wer") provide us, (the "Lender") with evidence of insurance coverage as required by our contract or loan agreement, Lender may purchase insurance at Borrower's expense to protect the Lender's interest. This insurface may, but need not, also protect the Borrower's interest. If the collateral becomes damaged, the coverage the Lender purchased may not pay any claim Borrower makes or any claim made against the Borrower. Horrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

The Borrower is responsible for cost of any insurance purchased by Lender. The cost of this insurance may be added to your contract or loan balance. If the cost is added to the contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. Effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the Borrower failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance the Borrower can obtain on Borrower's own and may not satisfy any need for property damage coverage or other mandatory liability insurance requirements imposed by applicable law. By signing this the Borrower agrees to all of the above.

Bradshav

rgaret/A/





AFFIDAVIT

STATEMENT UNDER OATH REGARDING POSSESSION AND REPAIRS OR ALTERATIONS

Given to First American Title Insurance Company, and its duly authorized agent where the policy is issued by that agent, in consideration of their issuance of a policy or policies of title insurance.

Regarding property described as: Lot 5 in Block 5 of First Addition to Shield Crest, Tract No. 1245, according to the official plat thereof on file in the office of the County UNDER OATH I state:

NDE	A At this date th	ere are no parties in poss	ession, or with the	right to possessi	on, or with any	future right to
	A. At this date, it possession of the prop	erty, except:				
					4.	
		alterations have been ma	de on the property	v during the 75 (days preceding	this statement,
	B. No repairs or except:	alterations have been ma	ide on the property	y during the 70 c	,	
	скесри					
	If none, check here ().				
					()	-
	C. None of the p	roceeds of this loan are to l	be used towards the	repair, alteratio	n or improvem	ent of the above
	property.		- A /			
			<i>-</i>		tions which has	n haan made on
	D. If a portion of	the proceeds of the loan a last 75 days or which are	are used to pay for e in process. I/we	repairs or alteral agree as follows:	HOUS MITCH Ha	ve occuminace on
				The state of the s	- karmlace and	indemnify them
	I/we shall hold First A	merican Title Insurance ding, without limitation, a lie insured mortgage base	attorneys' fees and	costs, which eith	ner may sustain	n if any claimant
	asserts priority over the	e insured mortgage base	d upon a lien arisit	ig from these re	pairs or aiterai	ious.
neth	er agree to indemnify Fi	rst American Title Insurar	ice Company, or its	s agent, and save	you harmless f	rom any loss you
ay su	istain as a result of issuit	g your poncy of time insur-	which are inconsist	ent to the above	representation	is, we will pay, at
u or	your insured is named in on expense, any resulting	n a suit based upon facts of judgment and all costs a	nd attorneys' fees	associated there	with.	
ated		a V J		M		(1111)
atec			MONTE W.	MENDENHALL		Owner (XX) Purchaser ()
	# W		MONTE W. 1	MENDENHALL	11,	
	7 7		Lugar	MENDENHALL	destall	Owner (XX) Purchaser ()
ф.			SUSAN G.	HEGIDE HILLS	N .	
	E OF OREGON					Owner() Purchaser()
IAI		ss.				
oun	yof Grand	ر				Owner () Purchaser ()
	T I and amount to hole	re me the date shown abo	ove: MONTE W.	MENDENHALL	SUSAN G.	MENDENHALL
1DSC	ribed and sworn to belo	le inc die date mo			2	10 M2 PA 40 M
			G.	- Jean	Brock	- This is the state of the stat
			Notary Publi	c for Oregon		initial from the
NOT	FOR USE ON NEW CONS	TRUCTION)	My Commis	ic for Oregon sion Expires:	11-6-73	
		•	(ISSESSESSE			
				RMA JE	AN BROCK	- WO WOW
	• •			382 W Most, Ut	Vinoste tah 84532	
		8 1 74 EA ME		My Commission State	of Utah	10738
			GOT ELE IN	MANAGE STATE	222222222	t de trainment de
TE	OF OREGON: COUNT	OF KLAMATH: S.		aran da Bagan da F		
		Klamath County	7 Title		the	10th
	r record at request of	D., 19 96 at 3:42		P M., and du	ly recorded in	
				on Page 170	006	
, ili.				Berneth	a G. Letsch. C	ounty Clerk
В :	\$35.00					,
				Marka et el	7	