accordance with applicable law.

due on the basis of current data and reasonable estimates of expenditures of future Escrow tients or concreise in time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lorser amount. If you harder they started account under the federal Real Estate Settlement Procedures Act of 1974 as amonded from the commendation of the to exceed the maximum amount a lender for a federally related mortgage loan may require for borrown WHICH HAS THE EDDIESS OF IS CORECT ES 6248 KUNIPER WAYDEN STOME TO THE CORECT KLAMATH FALLS GREGOD d payments of regulind rents cobient forgiess, any; (c) yearly hazard or property yearly inord insurance premiums, it any; any appropriately to Lender, in accordance with the planelins of paragraph 6, in tieu of the payment ICM. Autoruse the address of the conditions of paragraph 6, in tieu of the payment ICM. yearly taxes and ags code into which may attain princity over this Security instrument as a feet of the TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now of 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." THE 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 eucrimpusuces of accordation to constitute a uniform security instrument covering real pro-THIS SECURITY INSTRUMENT combines uniform coverants for national use and not an in-

required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree the within the provides otherwise. Unless an agreement is made or applicable law requires inverest to be pead, and entable iccom independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lander to make such a charge. However, Lender may require Borrower to pay a one time charge for an eserow account, or verifying the Escrow Rems, unless Lender pays Borrower inferest on the Funds and applicable in pay the Escrow Items. Lender may not charge Borrower for bolding and applying the Funds, unnestly analy zing the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentably, or entity

The Southwesterly 30 feet of Lot 42 and the Northeasterly 80 feet of Lot 43 of part worth, according to the official plat thereof on file in the office of the Bourty Clerk of Klamath County, Oregon ages to be per plated to be become EUNCACCOUNTINO: 38091036CD-07700. all surkeys NO: 44525933 ecutif CODE NO: 141

The frustee is Hame 111111 be a reached the frustee sank in the frustee is Hame 111111 be a reached and the frustee sank in th ("Lender"). evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on "July 1, 2026". This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, averaged and months and manufactures and all renewals. extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in K1 amath Control Gredou: no more than twelve monthly payments, at Lender's sole discretion

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the payment of the obligation secured by the lien in a manner acceptable to the payment of the obligation secured by the lien in a manner acceptable to the payment of the obligation secured by the lien in a manner acceptable to the payment of the obligation secured by the lien in a manner acceptable to the payment of the obligation secured by the lien in a manner acceptable to the payment of the obligation secured by the lien in a manner acceptable to the lien in a manner acceptable to the lien obligation secured by the lien in a manner acceptable to the lien in a manner acceptable to the lien obligation and the lien in a manner acceptable to the Borrower shall promptly discharge any lien which has priority over this Security instrument of the Same ("Borrower" Tue tingtee is ! [Alle All 1] Tie Palegraph. It ("Trustee").

to a lien which may affain priority over this SeconEED and III. TERM as give Borrower and the left the left Borrower shall satisfy the lien or take one or markers. THOMAS I A LESTRUNK and ECRADD IN EACH IN INSTRUMENT TO FIRM IN 1963 FLOCE GOOD STATE OF THE GRAND IN SECURITY INSTRUMENT OF THE GRAND IN SECURITY IN

South Valley State Bank Klamatuntajikšý, OK eravenem obtain coverage to prefect Lender's rights in the Property in accordance with VILLES BROWN that Lender requires. The insurance carrier providing the insurance chait be chosen by Borrows subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to regime a coverage cosmological and the contract of the Froperty insured agrainst loss by fire, hazards included within the terry axis and possible town MDIo 2000004 coding, for which Lender requires insurance. This insurance are a second to the control of the control of

Park Sept Box Casculation WWW NI:10 Volm96 Page 4864 E FANILY-FNAM/FHLAID UNFORM INSTRUMENT AFTER RECORDING MAIL TO:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited wastations by jurisdiction to constitute a uniform security instrument covering real property.

Warfinitoum Conenants Bouwerand freudor consultand agres as follows transits, subject to any and 1. Payment of Principal and interest, Propayment and Late Charges. Somewer shall promptly pay when due the principal of and line rest on the debt evidenced by the Note and any propayment and late charges due under the Notered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property

Subject to applicable law onto a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note further the Note is paid in full, a sum (Funds') for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ('RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If; under paragraph 21, Lender shall acquire or sell the Property, Lender; prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. (p) the bankson of all other

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.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

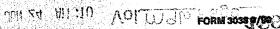
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with South Valley State Bank **pargduyby <u>\$</u>2**10

AFTER RECORDING MAIL TO:

OREGON-SINGLE FAMILY-FUMA/FHFMC UNIFORM INSTRUMENT

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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, Sorrower shall give prompt notice to the insurance carrier and bender. Lender may make proof of loss if not made promptly by Sorrower.

Unless Lender and Borroyer 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 freutrance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheid, of unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the toan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 1901.73 Protection of Lender's Rights in the Property of Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

appeany 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, the sums secured by this secondly instrument dis

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 19. 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.
- 20110. 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 fleu of condemnation, are hereby assigned and shall be paid to Lenger with any excess baid to Bonower, in the event of a partial In the event of a fotal taking of the Property, the proceeds shall be applied to use such a

LOAN NO. 500094 par 3038 31,8651 PAGE 3 OF 6 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security QAEGON-SINGLE FAMILY, FRUM, FALMC UNIFORM INSTRUMENT Instrument, whether or not then clus, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair marker value of the Property immediately before the taking unisses Borrower and Lender otherwise agree sums secured by this Security instrument transdessly before the taking unisses Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the smount of the proceeds multiplied by the fair inwriting, the sums secured by this Security instrument shall be reduced by the smount of the event of a the following fraction: (a) the total amount of the sums secured immediately before the taking is less than the market value of the Property immediately before the taking is less than the market value of the Property immediately before the taking unless Borrower and Lender otherwise agree in writing or partial taking of the Property in which the taking unless Borrower and Lender otherwise agree in writing or partial taking 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 unless applicable law otherwise provides the proceeds shall be applied to the sums secured by this Security Instrument in the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to 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 make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the In the event of a fact taking of the Property in the event of a partial taking of the Property in the event of a partial taking of the Property in

make an award or settle a claim for damages, Borrower falls 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. bus Unless Lander, 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

balueuts' serument. Sorrower shall pay the pretriums required to maintain the m 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 interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any description and by the original Popular of P 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.

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 provisions of paragraphs are purpowers coverants and agreements stign be just and several. Pary buttower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) 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 not personally uniques to extend, modify, forbear or make any accommodations with regard to the terms of this Security

3. Loan Charges: If the loan secured by this Security Instrument is subject to a law which sets maximum loan Instrument or the Note without that Borrower's consent, a probact as a but 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 processor to reduce the permitted limits, then: (b) 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 maning it by this cass than unless applicable law requires use of another method. The notice to Lender shall be given 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. by mist class man to Lender's address stated merent of any other address Lender designates by notice to borrower.

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

given as provided in this paragraph.

This Security Instrument shall be governed by federal law and the law of the formula law. Saverability. This Security Instrument or the law of this Security Instrument or the law of this Security Instrument or the Note fundability in the saverability in the saverability in the saverability in the saverable law such conflicts with applicable law, such conflicts in the saverable law such conflicts in the saverable law. given as provided in this paragraph. Note conflicts with applicable law, such conflicting provision, To this end the provisions of this Security Instrument and which can be given effectivithout the conflicting provision, to this end the provisions of this Security Instrument and the provision of the the Note are declared to be severable. because rejerced to 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 Baneficial Interest in Borrower. If all or any part of the Property or any interest In it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural In it is sold or transferred for if a peneticial 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 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 the security instrument. In reduce the continual condensation of the date of this Security instrument.

federal law as of the date of this Security Instrument.

The notice of acceleration. The notice shall provide a period of it is ender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of it is ender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of its included within which Borrower must pay all sums secured or mailed within which Borrower must pay all sums secured or mailed within which Borrower must pay all sums secured by the Security Instrument.

of not less than 30 days from the date the dolice is delivered or mailed within which borrower must pay at sums section by this Security Instrument. If Borrower falls 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. Lender shall have the right to hold the policies and tenewals. If Lender requires, 50 rownships of rain promitime and rangual awings the the shapes and rangual awings. All insurance policies and renewals shall be acceptable to Lender and shall assude a manager

OREGON-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 4 OF 6 ISC/CMDTOR//0792/3038(9-90)-L

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18. Borrower's flight 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 stims 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.

sug 19: Sale of Note; Change of Loan Servicer. 19614. 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: gasoilne, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in 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. An used in this Spoudly trainmise, and in as

book 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 designed may purchase the Property at any sale. There is any process to the property at any sale.

the statements made therein. Trustee shall apply the proceeds of the sale in the following order to be warrarily, expressed of implied. The recitals in the Trustes's deep shall be prima inclue vidence of the Unit of Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any coverein or

LOAN NO. 500094

CREGON-SINGLE FARILY. FINISA/FHLMC UNIFORM INSTRUMENT Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or merranty, expressed or implied. The rectals in the Trustee's deed shall be prime facle evidence of the truth of mentancy, expressed or implied. The rectains in the Trustee's dead shall be partial because of the existence of the unit of the statements made therein. Trustee chall apply the proceeds of the sale in the following order: (a) to all sums paraties of the sale, including but not limited to, reasonable Trustee's and alternays' tees; (b) to all sums requested by the Security instrument, and (c) any excess to the person or personal legally smalled to it.

10 [22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconveyance. Upon payment of all sums secured by this Security Instrument, data secured by this to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security instrument to Trustee shall recorney the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. uoii23. Substitute Trustee: Lendermay 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 lawnee junged to execute a 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attomes, ties awarded by an appellate cont. Including, but not limited to, retrement an oppi25. Riders to this Security Instrument. reuges shall be surged to construment, the covenants and If one or more riders are executed by Borrower, and recorded together with this 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 it the rider(s) were a part of this Security Instrument. [Check applicable resum adjacement to the right to reinstant after acceleration and the right to be Blweekly Payment Rider oure 18 and 18 a date, not less than 30 Light hologonate grant (a) the delay a date, not less than 30 Light hologonate grant (a) the delay a date, not less than 30 Light hologonate grant (a) the notice shall specify. (b) the delay current and the notice shall specify (b) the delay of the notice shall specify (b) the notice shall specify (b) the notice shall specify (b) the delay of the notice shall specify (b) the notice shall spe ☐ Second Home Rider bred Citie (e) Tebecity or agreement in this Security instrument (but not prior to accular BY SIGNING BELOW, Bottower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

With Borrower and Foundation CONEVIVILS BORROWER AND THE PROPERTY OF THE PROPERTY O and radioactive materials. As used in this paragraph 20, Environmental jurisdiction where the Property is located that relate to health, Judy or environmental substances by Environmental Law and the following substance the standard of the following substance the substance of the sub As used in this paragraph 20, "Hazardous Substances" are thos bsi his necessary. Borrower shall promptly take all necessary remedal actions regulatory authority trian any removal or other remediation of GEKAEDINE G. SIZIKINK Environmental Law of which Borrower has actual knowledge. If Borrower learns, any governmental or regulatory agency or private party involving the Property and any Hazardo Spirower shall promptly give Lender written notice of any investigation; claim, denser d, to presence, use, or storage on the Property of small quantiles of Hazardous Substances that are greatly is corpored to be appropriate to normal residential uses and to maintenance of the Property. affecting the Property that is in violation of any Environmental Law. The preceding two sometics and more stady to the of any Hazardeus Substances on or in the Property. Borrower shall not do, nor allow annot s 20. Hazardous Substances. Borrower shall not cause or purply the presence use dispose cther information troutined by applicable law

address of the new Loan Servicer and in Service Rejon Live For Asthomecanical Tradition as the asset of the Note. If there is a change of the loan service with parecraph 14 above and applicable in Contribution as the more further of the loan service is a change of the loan service more further of the loan service is a change of the loan service is a change of the loan service in the more further of the loan service is a change in the entiry (known as the more further of the loan service is a change in the entiry (known as the more further of the loan service is a change in the contribution in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan service in the loan service is a change of the loan service in the loan service is a change of the loan service in the loan se The Note or a partial Interest in the Note (together with this Security Instrument) may be and acknowledged the foregoing instrument to be their hit to reinstate Belove me: USALEGGET WEATHERBY HOU TO LE PROPERTIE DE LES PROPERTIES DE LE PROPERTIES DE LA PROPERT UO BOOS BUS reinstate Borrowers Courting again mad occurred. (b) states any default of any other covenants of agreements. MA Counties ou expliss: of the Charlet enforcing this security instrument control of the security instrument control of the security instrument control each of the security instrument. STATE OF OREGON: COUNTY OF KLAMATH: ss. AmeriTitle A M., and duly recorded in Vol. Filed for record at request of A.D., 19 96 at 18648 Bernetha G. Letsch, County Clerk June CSECTION AND LE PASSET OF 可用的数据的数据 35.00