FTER RECORDING MAIL TO:

20577

JU | 28 AND 58 FOREST PRODUCTS
FEDERAL CREDIT UNION
P.O. 30x 1179 Klamath Halls, OR 97601

Vol. M96 Page

LOAN NO. 284783

MTC383518KA

Space Above This line For Recording Date

DEEL OF TRUST

THIS DEED OF TRUST ("Security In strument") is not do on June 21, 1996

The grantor is Russell B Claybaugh, Alesia I) Claybaugh, John W Claybaugh and Pamela J Claybaugh

The trustee is Amerititle
The beneficiary is FOREST PRODUCTS FEDERAL CREDIT UNION.

("Trustee"). which is organized and , and whose address ("Lender").

("Borrower").

evidenced by Borrower's note dated the sune date as this S curity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid & dier, due and payable on July 1, 2011 . This Security Instrument secures to Lender: (a) the tenar ment of the deal evidenced by the Note with interest and all renewals.). This debt is payments, with the full depth ment of the depth ment of the depth with interest, and all renewals, Instrument secures to Lender: (a) the tepth ment of the depth evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 extensions are security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements to protect the security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the No e. For this put ose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following coscribed properly located in KLAIAIH

County, Oregon: LOT 7. BLOCK 4. FIRST ADDITION TO MEYINA MANOR. TAX ACCOUNT NUMBER: 3909-001AC-03200.

which has the address of

2006 Unity Street [Street]

Klamath Falls

Oregon

97603

("P operty Address");

[Zip Code]

TOGETHER WITH all the improvements now or la reafter erected on the property, and all easements. appurtenances, and fixtures now or here after a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoin; is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that I orrower is law fully seised of the estate hereby conveyed and has the right to grant and convey the Property and that it e Property is unencal abered, 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.

OREGON-SINGLE FAMILY-FINMA/I HILLAC UNIFORM IN STRUMENT PAGE 1 OF 6 ISC/CMDT 0:3/0792/3038(9-90)-L

THIS SECURITY INSTRUMENT cost sines uniform a venants for trational use and non-uniform covenants with li nited variations by jurisdiction to constitute a uniform seed that instrument covering real property. UNIFORM COVENANTS. Borte wer and Lender cove cant and agree as follows:

1. Payment of Principal and Interes: Prepayment and Late Charges. Borrower shall promptly pay to the principal of and interest on the debt evil inceed by the No e and any prepayment and late charges due under the Borrower shall promptly pay when due

2. Funds for Taxes and Insurance. Subject to apply able law or to a written waiver by Lender, Borrower shall pay a) Lender on the day monthly payment; and the under the libite, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may at a in priority over his Security Instrument as a lien on the Property; (b) yearly taxes and assessments which may at a in priority over his Security Instrument as a lien on the Property; (b) yearly yearly taxes and assessments which may all in priority over this security instrument as a tien on the Property; (0) yearly hazard or property insurance premiums; (d) hasehold payments or ground rents on the 1 roperty, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage; insurance premiums, if any; and (f) any sums payable by larrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Exprova Items." Lender may, at any time, collect and hold Funds in an amount not premiums. These items are called "Exprova 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 lettle nent Procedure: Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another lary that applies to he Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an arranni not to exceed the lesser amount. Lender may estimate the amount of Funds lue on the basis of current data and re ison ble estimates of expenditures of future Escrow Items or otherwise in

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lander, if Lender is such an institution) or in an / Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not clurge Borrower it rholding and applying the Funds, annually analyzing the escrow account, or verifying the Esca) w ams, unless Lea ler pays Borrower in erest on the Funds and applicable law permits Lender to make such a charge. He wever, Lender 1 may require Eorrower to pay a one-time charge for an permits Lender to make such a charge. He wever, Lender 1 may require Eorrower 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 agreetisent is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the 3 mds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Linder shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the founds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secure d by this Security Instrument.

If the Funds held by Lender exce ed el e amounts perm tted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordince with the requirements of applicable law. If the amount of the Funds held Borrower for the excess Funds in accordince with the requirements of applicable law. If the amount of the Funds held Borrower in writing, and, in such case Forrower shall pay to Lender the amount not search to make up the deficiency. Borrower shall make up in such case Forrower shall pay to Lander the amount near ssary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve me) thely payments, it Lender's sole discretion. Upon payment in full of all surn; se; ared by this Sea rity 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 I and held by Let der at the time of acquisition or sale as a credit against the sums secured by this Security Instrument

3. Application of Payments. Unless applicable a w provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

to Lender receipts evidencing the payme its.

Borrower shall promptly discharge my lien which as priority over this Security Instrument unless Borrower: (a) agrees in virting 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 his 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.

paragraph 7.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by file, 1 z zards included v ithin 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 unreaso ably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option obtain coverage to protect Lender's nights in the Property in accordance with

OREGON-LINGLE FAMILY-FRMA/ HILL IC UNIFORM IN STRUMENT PAGE 2 OF 6 ISC/CMD1/CR//0792/3038(9-90)-L

All insuran x policies and renewals hall be acceptable to Lender and shall in a ide a standard mortgage clause. Let der shall have the right to hold the relicit and renewals | If Lender requires, Borrower shall promptly give to Lender all receipts of p i i premiums and renew i not ces. In the evit of less, Borrower stall give prompt notice to the insurance carrier and Lender nigral ke proof of loss if not made prompt, by Borrower.

Unless Let day and Borrower other i ise; gree in writing insurance proceeds at all be applied to restoration or repair of the Property damaged, if the restoration or repair is econor it is it is restoration or repair is not economically assible or Lencer's security would be lessened, the insurance proceeds that the shall be applied to the sums secured by this 5 scurity Instrument, whether or not then due, with any excess paid to shall be applied to the sums secured by this 5 scurity Instrument, whether or not then due, with any excess paid to shall be applied to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by the sums secured by this 5 scurity Instrument, it is a proceed to the sums secured by the sums secured by the sum of the sum o an in or applied to the same secured by this a senting institution, whether of not then due, with any excess pain to Borrower. If Eurower abandons the Property, or does not a swer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender ray y collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or o pay sums sent red 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 is 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 proceeds resulting from damage to the Property prior to the acquisition. secured by this Security Instrument impaed tely prior to the acquisition.

6. Occupancy, Preservation, Mainta ance and Proaction of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (ays after the execution of this Security In a rument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, u dess Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating ci cumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or im; if the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if a y forfeiture act in or proceeding, whether civil or criminal, is begun that in ender's good faith judgment could result in forfeiture of il e Property or otherwise materially impair the lien created by his Security Instrument or Lender's security interest. Berower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dis nissed with a ruling that, in Lender's good faith paragraph 10, by causing the action of prior exting to be us missed with a runing that, in Lender's good faith determination, precludes forfeiture of the I orrower's intext in the Property or other material impairment of the lien created by this Security Instrument or Lene er's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially fulse or inaccurate information or statements to Lender (or failed to provide loan application process, gave materially I use 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. If Borrower fails to perform the covenants and agreements

7. Protection of Lender's Rights in the Property. If Borrower rails 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 barkrup toy, 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 r may include paying any sums secured by a lien which has priority over this rights in the Property appearing in court, a wing reasonable atterneys' fees and entering on the Property to make reasonable atterneys' fees and entering on the Property to make reasonable atterneys' fees and entering on the Property to make reasonable atterneys' fees and entering on the Property to make reasonable atterneys' fees and entering on the Property to make reasonable atterneys' fees and entering on the Property. Security Instrument, appearing in court, I aying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to do so.

Any amounts disbursed by Lenter un der this paragra th 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Betto rer and Lender a tree to other terms of payment, these amounts shall bear this rest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to 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 lend r required mort gage insurance as a condition of making the loan secured by this 8. Moragage insurance. If Lend r required mort gage 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 na rtgage insurance previously in effect, from an alternate substantially equivalent to the cost to Borrower of the na rtgage insurance coverage is not available, mortgage insurance previously to Lender each mort it a sum equal to one-twelfth of the yearly mortgage insurance premium being mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mort 1 a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insuran 2 cc verage 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 Lender requires) provided the option of Lender; gain becomes available and is obtained. Borrower shall pay the premiums required by an insurance proved by Lender (gain becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in offer, or to provide 2 loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceed of any award a claim for damages, direct or consequential, in connection with any condemnation or other taking of an / part of the Procenty, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lend in.

OREGON-SINGLE FAMILY-FRMA/ HILL C UNIFORM IN STRUMENT PAGE 3 OF 6 ISC/CMD1'CR//0792/3038(9-90)-L

In the event of a total taking of the Property, the process shall be applied to the sums secured by this Security. It strument, whether or not then due, with a yexcess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in mediately be to the taking, in less Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument in a nediately 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 by the fore the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which he is market value of the Property in which he is market value of the Property in which he is market value of the Property in which he is market value of the Property in which he is market value of the Property in which he is market value of the Property in which he is market value of the sums secured immediately before the taking, a new Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum's secured by this Security Instrument whether or not the sums are then due. v/hether or not the sums are then due.

If the Property is abandoned by Borrov er, or if, after notice by Lender to Borrower that the condemnor offers to take an award or settle a claim for dat 12ge; Borrower fails to respond to Lender within 30 days after the date the name an award of settle a craim for dat lags, bottower lans to respond to bender within 50 days and 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 othe wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to imparagraphs 1 and 2 or change the amount of such

payments. Extension of the time for payment or 11. Borrower Not Released; For bear ance By Lende Not a Waiver. nodification of amortization of the sums a cured by this Se surity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrrower's successors in interest of Borrower shall not operate to receive a sease the madnity of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence procestings 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 Sorrower'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.

The covenants and agreements 12. Successors and Assigns Bound: Joint and Sever il Liability; Co-signers. of this Security Instrument shall bind and I enefit the succe sors 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 closs to execute the lote: (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 3 cured by this Se surity Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for bear or make at y accommodations with regard to the terms of this Security Instrument or the Note without that Borro ver's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by naling a direct pay a ent to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepaymer t wit nout any prepay nent charge under the Note.

14. Notices. Any notice to Berrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law require use of another method. The notice shall be directed to the Property Address or any other address Berrower designates by notice to Lender. Any notice to Lender shall be given Profits class mail to Lender's address still ed herein or any other address Lender designates by notice to Borrower. by first class mail to Lender's address still ed herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security I istrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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. Burrower's Copy. Borrower shall be given or e 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 Ec rower is sold or transferred and Borrower is not a natural person) without Lender's prior writ en o msent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. He wever, this option shall not be exercised by Lender if exercise is prohibited by security lender of the detacation of the security lender. federal law as of the date of this Security Instrument.

If Lender exercises this option, Len ler shall give Ec trower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delive ed or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the e sums prior to the expiration of this period, Lender may invoke by this Security Instrument. any remedies permitted by this Security Instrument without further notice or cemand on Borrower.

OREGON-SINGLE FAMILY-FRMALIBILITY UNIFORM INSTRUMENT PAGE 4 OF 6 ISC/CMDTOI://0792/3038(9-90)-L

18. Borrower's Right to Reinstate. If Borrower n t as certain conditions, Borrower shall have the right to have enforcement of this Security Instrument dix ontinued at an ime prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reins attent before sales of the Property pursuant to any power of sale contained in t is Security Instrument; or (b) entry of a judgment enforce; a this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be durunder this Security instrument and the Note as if no storrower: (a) pays Lender an sums which then would be distincted in intervents security instrument and the Note 2s in not 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 him ted to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to as sum; that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums seen ed 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 to acceleration had occurred. However, this right to reins a te shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Lorn Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times vithout prior notice to Borrower. A sale r lay result in a clange 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 c range of the Loan Servicer, Borrower will be given written notice of the change in accordance with per igraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which I ayments should be made. The notice will also contain any other information from the first three stoward payments should be made. The notice will also contain any other information from the first three stowards and three stowards are st

Borrower shall promptly give Let der vritten notice of any investigation, claim, demand, lawsuit or other action by Borrower snau promptly give Let der vollten notice of any investigation, claim, demand, lawsuit or other action by my 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 a her 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, "Hazard ous Substances" are those substances defined as toxic or hazardous As used in this paragraph 20, "retizard his Substances" are mose substances defined as toxic of nazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and in thicides, 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 held he, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give nother to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security In trument (but not prior to acceleration under paragraph 17 unless applicable law provides other vise). 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 failt re to cure the 1 fault on or before the date specified in the notice may result in acceleration of the sums secure I by this Security Instrument and sele of the Property. The notice shall further inform Borrower of the right to reinstate after a cceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the rrower to acceleration and sale. If the default is not cured on or before the date specifical in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security In stress ent without for ther demand and may invoke the power of sale and any other remedies permitted by applicable aw. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, out not limited to, reasonable attorneys' fees and costs of

If Lender invokes the power of sale Lender shall a secute 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 I rustee determines. Trustee may postpone sale of all or now parcels of the Property by public au princement of the time and place of any previously scheduled sale. any parcel of the Property by public an nouncement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at at y sale.

OREGON-SINGLE FAMILY-FNMA/F11 LMC: UNIFORM INST 1 JMENT PAGE 5 OF 6 ISC/CMDTOI1/0792/3038(9-90)-L

LOAN NO. 284783 Trustee shall deliver to the purchase: Trustee's deed conveying the Property without any covenant or arranty, expressed or implied. There: tals in the Trustee's deed shall be prima facile evidence of the truth of the statements made therein. Trustee shall apply the priceeds of the tale in the following order: (a) to all e menses of the sale, including, but is a list list ited to, rease t ble Trustee's and a torneys' fees; (b) to all sums secured by this Security Instrument; and c) any excess to the person or persons legally entitled to it. 22. Reconveyance. Upon pays ent (f all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall sura more this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the roperty without war anty and without charge to the person or persons legally entitled to it. Such person shall pay any recordation costs. 23. Substitute Trustee. Lender may from time to the remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without son space of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trust to be crein and by appl cable law. 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any ettorneys' fees awarded by an appellate cost t. 25. Riders to this Security Instance at. If one or more riders are executed by Forro wer and recordal 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 if the rider(s) we nea part of this Security Instrument. [Check applicable Nox(es)]

Adjustable Rate Rider __1-4 Family Rider Conck minium Rider Biweekly Payment Rider Plana d Unit Development Rider Graduated Payment Rider Second Home Rider Rate Improvement Rider Balloon Rider Other(S) [specify] BY SIGNING BELOW, Borrower acc apts and agrees to the terms and coverants contained in this Security Instrument and in any rider(s) executed by Sorrower and recorded with it. Witnesses: -[Space Below T i : Line For Acknowledgment] County ss: STATE OF OREGON. On this 21 day of June, 1996, pn sonally appeared the above named Russell 3 Claybaugh, Alesia) Claybaugh Glaybaugh Glaybaugh and Pamela J Claybaugh

and acknowledged the foregoing inst ume it to be

their voluntary act and deed.

COMMISSION NO. 119

(Official Scal)

My Commission expires: 5/25/20:0

Kinkerly a, Kever

OREGON-SPIGLE FAMILY-FNMA/FILM (UNIFORM INS.) UMENT PAGE 6 OF 6 ISC/CMDTOR//0792/3038(9-90)-L

State of Oregon

H.	County of I	<u>Clamath</u>			June 24	, 19_96	
4 [‡]	Personally and acknowl deed.	appeared the a	above named egoing in tr	JOHN W	their	D PAMELA J. CLA voluntary act	
		hand and offic	cial seal.		(seal)		
.:		rly (? 13	_ بريد		NO COMI	OFFICIAL SEAL IMEERLY A REVES TARY PUBLIC-OREGON AISSION NO. 051915 ON EXPIRES MAY. 25, 2000	
	Notery Publ My Commissi	ic for Oregon on expires:	5/25/2010				لــا
* *							
SEATI	E OF ORECON: COU	NTY OF KLAM/ IT	H: ss.				
Filed f	for record at request of	An	eriTitle			the 28th	day
	June	A.D., 19 16		o'clock		ded in Vol. M96	
	o, i	f Moriga; es			Page 19268	•	
FB3	\$40.00			Ву		tsch, County Clerk	
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