("Borrower") ("Trustee"). The

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THIS DEED OF TRUST ("Security Instrument") is med a on July 2. 1996 हा के क्या प्रकार के किन के स्थान के स्थान के स्थान के स्थान के स्थान के स्थान के किना के स्थान के स्थान के स् से स्थान के स्थान से

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Is 2972 Washburn May, Klamath Falls, OR 97661

Be trower owes Lender the principal aim (fill netsen Thousand 901] are and no/100

Dollars (U.S.\$19.000.00). This debt is avidenced by Borrower's note dated the same date as this Security Instrument (Note), which provides for monthly asymmetry, with the full debt, if not paid earlier, due and payable on August 1.2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and if renewals, et enslors 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 invevocably grants and context to Tristee, in the security Instrument and the Note. For this purpose, if the statistic in the following described property for statistic in the following described property in in the following described propert

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COUNTY, Cleyon.

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TOGETHER WITH all the improvement to now or her a ster erected on the property, and all easements, appurtenances, and focuses now or here: for a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing a referred to in this Security Instrument as the "Property."

warrants and will defend generally through the Propert ragainst all claims and demands, subject to any el combrances di recordingenou ao como i suo i angene, i norma interiore de consultar en la compania de la compania del compania del compania de la compania del la compania de la compania della dell

BORROWER COVENANTS that I long were blawfully leised of the estate hereby conveyed and has the right to grant and convey the Property and that the IPn) perty is unend a more diseasept for encumbrances of record. Borrower

THIS SECURETHINETHUNGATION AND AND PROPERTY HER MISSELEGARD TO THE CKREGON-SINGLE FARREY-PHIMA/FHLM (UN ! ORNI INSTRUME NT 14 GE 1 OF 6 IS C/CMIDTOR//1291/3038(9-90)-L

FILESC 4-SING LEFANEL - 54 MATERIAL LINE CEM INSTRUCT TI-IIS SECURITY INSTRUMENT; on I tres uniform a wename for national use and non-uniform covenants with Is nited warfall was by jurisdiction to constitute a uniform a southy instrument covering real property. LANGORN CONTINUES CONTINUES TO Langues or the artificial provinces

the principal of and interest on the distanced by the Mote and any prepayment and late charges due under the

Note.

2. Funds for Times and Insure: (a) the content of participation of the property; (b) yearly tasted payments or ground rents on the Property; (f) yearly tasted payments or ground rents on the Property; (f) yearly hazard or property insurance premiums; (d) yearly find food insurance premiums, if any; (d) yearly more; ge insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These stores are called "Every theme" I and a may attend time collect and hold Funds in an amount not Nate all by this society instrument. primitimes. These items are called "Ericra / Items." Lenck r may, at any time, collect and hold Funds in an amount not be exceed the maximum amount a lender: or a federally π lated mortgage loan may require for Borrower's escrow account under the federal Real Estata Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 8 2601 et seq. ("RESPA"), unless another lav 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 homs, unless Lor der 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 Lenkler 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 recuired to pay Borrower any Interest or comings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lander 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 accorder ce 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 toms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender he amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve morally payments, it Lender's sole discretion.

Upon payment in full of all sums executed by this Secretary Instrument, Lencler 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 Fun is held by Lens er at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unkess 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 du); fo) inth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall provail taxes, assassments, 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 provide 1 in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the porson owed paymer t. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower mak is these payments directly, Borrower shall promptly furnish to Lander receipts evidencing the payments.

Borrower shall promptly discharge any len which has a riority 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 lix n; or (c) secur, a from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Socurity Instrument. If Lender determines that any part of the Property is subject to a ilen which may attain priority over this 3 scurity instrum int, Lender may give Borrower a notice identifying the ilen. Borrower shall satisfy the ilen or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Bor ower shall ke 3) the improvements now existing or hereafter erected on the Progetty insured against loss by fire, hazard a included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lynder requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance can be providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with

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All insurance policies and renews is at all bu accepts tile to Lender and shall include a standard mortgage clause. Lig noter shall frame the right to hold the policies and rene vals. If Lander regulates, Borrower shall promptly give to Lender all receipts of paid premiums and ret iver I notices. In the event of loss, Boric wer shall give prompt notice to the

an receipts or paid premiums and ren wer nouse. In this event cross, porc wer shall give prompt nouse to the first shall be shall be applied to restoration or repair this expense of the Property dentaged, if the rest latter we is pair in the Property dentaged, if the rest latter we is pair in the Property dentaged, if the rest latter we is pair in the Property dentaged, if the rest latter we is pair in the Property dentaged, if the rest latter we shall be applied to restoration or repair to not economically dentaged in the restoration of repair to not economically dentaged. It has a security was lid the lessened, the insurance proceeds st all to applied to the sums escured by the Spothty In: t ument, whether or not then due, with any excess paid to staw on applied to the sums necessing. Designing the uniters, whether or not user one, wanterly excess part to summary in a uniters, whether or not user one the summary in a summary in a

Unless Exhder and Borrower oth in the agree in writing, any application of proceeds to principal shall not extend or pustpone the due date of the month) proments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Sorrover's right to any insurance policies and proceeds resulting from damage to the transport of the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument inmediately prior to the acquisition.

Property (such as a proceeding in bank uptcy, probat), for condemnation or forfeiture or to enforce laws or Although Lender may take action under this paragraph 7, Lender does not have to do so.

Borrower requesting payment.

in accordance with any written agreen and between Et mower and Lender or applicable law.

shall give Bo rower notice at the time of or prior to ar inspection specifying reasonable cause for the inspection. any condem ration or other taking of a supert of the is operty, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to went let. It and excess respect to the following as

6. Occupancy, Preservation, a lain snance and D. otection of the Property; Borrower's Loan Application; Laseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within staty days after the execution of this Secu ity I strument and chall continue to occupy the Property as Borrower's principal meldence for at least one year after the date of occupantry, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenually a circumstances exist which are beyond Borrower's control. E orrower shall not destroy, damage or it pair the Prop 1 ty, 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. 3 prower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of 12 occading to 1x dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's in a rest in the Property or other material impairment of the lien created by this Security instrument or Lander's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection will the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's cocupancy 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 Isasehold and the fee little chall not merg a unless Lender agrees to the merger in writing.

7. Protection of Lender's Rigits in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the 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 reasons ble attorneys' fees and entering on the Property to make repairs.

Any amounts disbursed by Len Jer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Burrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rato and shall be payable, with interest, upon notice from Lender to

8. Mortgage Incurance. If Lander required mor't age insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums equired to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance covers se required by lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverige substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to B prower of the prortgage insurance previously in effect, from an alternate mortgage insurer approved by Len ter. If substantiall / equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mor this sum equal to one-twellth 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 it like of mortgage it surance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage it sure noe coverage (in the amount and for the period that Lender requires) provided by an insurar 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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

onto. Conclemnation. The proceed of any award o claim for damages, direct or consequential, in connection with

In the exist of a total taking of the I reportly the process instruments whether occurred by the Security whether occurred by the Security whether occurred by the Security and to Borrover. In the event of a partial taking of the Property in the process and the taking and the Security instruments the surrespective of the Security instruments to the surrespective of the Security instruments to the surrespective of the Property Instruments to the surrespective of the Property Instruments and the Property Instruments and the surrespective of the Property Instruments and the Instruments and I hiers applic a ble law otherwise part lide (the proceed) shall be applied to the sums secured by this Security Instrument

If the Prit perty is abandoned by Box sweet, or if, all a holice by Lander to Borrower that the condemnor offers to hake an award or settle a claim for clarr cos. Borrower alls to respond to Lender within 30 days after the date the notice is given. Lender is authorized to the feet and app if the proceeds, at its option, either to restoration or repair of the processor or to the sums secured by this feet and app is the processor.

Unless Londer and Borrower of any is agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month! / pri ments referred to in paragraphs 1 and 2 or change the amount of such

11. Borrower Not Released; Forbor rance By Lanx ler Not a Walver. Extension of the time for payment or modification of amortization of the sums (scured by this 3 security Instrument granted by Lender to any successor in Interest of Borrower shall not operate to a lease the liability of the original Borrower or Borrrower's successors in in erest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify any ritization of the sums secured by this Security Instrument by reason of any

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12. Successors and Assigns Equal ; Joint and Sa veral Liability; Co-pigners. The covenants and agreements of this Security Instrument shall bind and Lenefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and of reements shall be joint and several. Any Borrower who

connection with the loan exceed the parmitted 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. Lander may choose to make this refund by reducing the prir cipal 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 with out any prepayment charge under the Note.

History parties

17. Transfer of the Property or a Eem) Iclai Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial first arest in Borrow at is sold or transferred and Borrower is not a natural

If Lender exercises this option, Lend it stall give Borrow is notice of acceleration. The notice shall provide a period of not less than 30 days from the date that rict ce is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower i kills to pay these sums is prior to the explication of this period, Lender may invoke any rimedies permitted by this Security i ist t ment without a rither notice or deri and on Borrower.

demand made by the original Borrovi er or Borrower's six cessors in Interest. Any forbearance by Lender in exercising ary right or remedy shall not be a waiver of or preclude it e exercise of any right or remedy.

co-signs this Security Instrument but (loe) not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Bornower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums a sourced by this Security Instrument; and (c) agrees that Lender and any other Bo nower may agree to extend, modify, for sear or make 1 by accommodations with regard to the terms of this Security instrument or the Note without that Bo now er's consent. 13. Loan Charges. If the loan so turn I by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the intenst or other loan charges collected or to be collected in

14. Notice3. Any notice to Borrovier provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicate) law requires t se of another method. The notice shall be directed to the Property Address or any other address Bort ower designate a by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address state; herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be learned to have been given to Borrower or Lender when

15. Governing Law; Severability. This Security Instal ment shall be governed by federal law and the law of the juris diction 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 all act 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

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

person) without Lender's prior written consect, Lender may; at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option a tall not be exercised by Lender if exercise is prohibited by

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petragraph 17.

18. Borrower's Flight to Reinstate. If Borrower my ets certain conditions, Borrower shall have the right to have e inforcement of this Security Instrument of a security instrument in a security instrument of the security instrument is security instrument. Those conditions are that Borrower (a) pays Lender all stans; I fact then would be due under this Security Instrument and the Note as if no a protein that occurred; (b) cures any default of any ther covenants or a greements; (c) pays all expenses incurred in enforcing this Security instrument; including, but not if nited to, reasonably attorneys' fees; and (d) takes such action at Lender may reasonably require to ask re that the lies of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sum s so sured by this is curity instrument a sall continue unchanged. Upon it instantement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reir state shell not apply in the case of acceleration under

19. Sale of Note: Change of Loan Earlier.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior rictics to Borrower. A sale I say result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Not east i this Security Instrument. There also may be one or more changes of the Lean 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 st ove and applicable law. The notice will state the name and ac dress of the new Loan Servicer and the address to will an payments should be made. The notice will also contain any other information required by applicable it.w.

20. Hazardous Substances. Be rroy er shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bon ower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environny ntal Law. The preceding two sentences shall not apply to the paisence, use, or storage on the Property of small quantiles of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to mainterx noe of the Property.

Borrower shall promptly give Lerxler viritten 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 knowled go. 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 ne sessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substancox" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gascline, kerosene, other flammable or toxic per roleum products, toxic pesticides and herbicides, vol. il le 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 it at relate to hot ith, safety or environmental protection.

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

titla wittence.

21. Acceleration; Remedies. Landox shall give not ce to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security k strument (but not prior to acceleration under paragraph 17 unless applicable law provides other rise). The notice shall specify: (c) 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 shillure to cure the date the notice is given to Borrower, by which the result in acceleration of the sums so cured by this Seculity instrument and sale of the Property. The notice shall first her inform Borrower of the right () ministate after as seleration and the right to bring a court action to assert the non-existence of a default or any oil) is defense of a corrower to acceleration and sale. If the default is not carried on or before the date specifies in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instructions without further demand and may invoke the power of sale and any off if remedies permitted by applicable kiw. Lander shall be entitled to collect all expenses incurred in pursuing the remadles provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of

If Londer Invokes the power of stile, I endor shall ox scute 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 a hich any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable is w to Borrower and to other persons prescribed by applicable law. After the time required by applicable 13 v. Trustee, without demand on Borrower, shall sell the Property at put its auction to the highest is didner at the 11 nearly order it ustee and under the terms designated in the notice of sale in one or more percells and in any order it ustee determines. Trustee may postpone sale of all or any parcell of the Property by public (in) incriment at 1 is time and place (it sity previously scheduled sale.

Left sar, or its dies ignee may purchas 1 the Property at a / sale

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titomeys fers awarded by an appollate count. 25. Riders to this Security in true ant.		is led conveying the Property without any coverant or it united a dead shall be prime table evidence of the truth of providing of the truth of providing of the truth of providing of the truth of the country of the truth of the providing of the truth of the providing of the truth of the persons legally entitled for it. It is truthed the persons legally entitled for it. It is truthed and a I notes evidencing debt secured by this of the Property without wathardy and without charge to the person it shall pay any race trustee and appoint a successor trustee to any a Property, the successor trustee shall succeed to all the title, a pullcable law.	
(coreements of each such rider shall	Il be li corporated in write a firthe rider(s) Con Plan	nd Unit Development Rider	the covenants and
BY SIGNING BELOW, Borrows Instrument and in any rider(s) exec	erganan age (cag ta uled by Borrower a tale of the cast of the cast of the cast of the cast of the cast of the cast of the cast of the cast	into the terms and covenants contell i recorded with it.	ned in this Security
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ILC/CMDTCRI//EE1/303819-601-L STI/ITE OF ORTEGON: COUNTY OF KL/1M4 TH: ss. 4 GEGOF6 Filed for record at request of Amerili tle god i agail a di agail 3rd __ the ___ A.D., 19 36 at 11:40 o'clock of July A M., and duly recorded in Vol. M96 on Page F9832 of Mortgages

FEE: \$35.00

Bernetha G. Letsch, County Clerk