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TRUST

THIS DEED OF TRUST (Security Inet unjoint) is med a on JULY (1996) ILLIAM CHAPLES GUES, ITT and U.S. (UE PETERSE) GUEST, IT AND THE COLOR OF THE COL त नवह है। जन्म किया है तह एक देन किया है किया भी किया है। अबकार किया किया है अधिक अधिक के विकास के देव है है।

. The grantor is

Bottomer 1990 because the leading of the leading of the polygon of the leading to the leading to the leading of This trustee is Amerilitie This beneficiary is South Valley Stat: Bank, and which is organized and south Borower owes Lender the principal sum to One Hundred Fifty Nine Thousand Nine Hundred Dollars and 110/100) The County, Oregon: (the complete ways a record in the con-

("Borrower"). ("Trustee"). , and whose address ("Lender").

eviclenced 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 sail at due and put able on August 1, 2011. This Security Instrument secures to Lender: (a) the ripay ment of the dol travidenced by the Note, with interest, and all renewals, e:densions and modifications of the Note; (ii) 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 Elonower'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 cescaled property located in K1 amath.

Lot 4 Tract 1278, COLLIER LAME, according to the official plat thereof on file in the office of the Courty Clerk of Klimath County, Oregon.

ACCOUNT 10: 3910-008DB-0160(KEY NI : 874131 CODE NO: 162

ही प्रदेश वाद्यविद्यालया अवस्थाने प्रदेश हैं। अन्तर अवस्थान प्रदेश महिन्द्र के अन्तर के स्वत्यवाह प्रदेश

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TOGETHER WITH all the improvements in wion hereafter precised on the property, and all easements, appurt enances, and flatures now or here: ter i 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."

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BORROWER COVENANTS that Borrower is lawfully sels a 1 of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumber so, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property age not all claims and demands, subject to any

HIS SECURITY INSTRUMENT COUNTRIES and an object to a schadio at uso action countries. OREGON-SINGLE FAMILY-FNMA/FHLMC UNIT ORAL INSTRUMENT

THIS SECURITY INSTRUMENT: both times uniform a ventralis for national use and non-uniform covenants with it laded variable is by jurisdiction to constitute a uniform a curity instrument covering real property.

THE PRIVITIENT OF Principal and Interest continued to the idenced by the Note and any prepayment and late charges due under the Note, and when the note and any prepayment and late charges due under the

22. Funds for Taxes and Insura: 153. Subject to app. I sable law or to alw titen waiver by Lender, Borrower shall pay to Lender on the day monthly paymer to a club under to Note until the Note is paid in full; a sum ("Funds") for: (a) les sehold payments or ground rents (n.th) Property, if any; (c) yearly hazard or property insurance premiums; (d) les sehold payments or ground rents (n.th) Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly indicated in the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Es provilems." Lende "may, at any time, collect and hold Funds in an amount not 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 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 the rige 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. He wever, Lender hay require Borrower to pay a one-time charge for an provides otherwise. Unless an agreement is made or applicable law 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. Let der shall give to Borrower, without charge, an annual accounting of the Funds and debits to the Funds and the purpose for which each debit to the Funds was made. The

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 account ne 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 lie his when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender his amount next ssary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve month by payments, a Lender's sole discretion.

Upon payment in full of all sums secure t by this Secure y instrument, Lender shall promptly refund to Borrower any or sale of the Property, shall apply any liture's held by Lender shall acquire or sell-the Property, Lender, prior to the acquisition sums secured by this Security Instrument.

3. Application of Payments. Unless a plicable 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; for ith, to principal due; and last, to any late charges due under the Note.

1. Charges; Liens. Borrower shall pay all taxes, asset sments, charges, fines and impositions attributable to the Property which may attain priority over this { ecurity instruit ant, and leasehold payments or ground rents, if any. 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 parson owed payment. Borrower shall promptly furnish to Lender all notices of to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lian which has a lority 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 erforcement 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 acil ons set forth above within 10 days of the giving of notice.

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The 30-day period will begin when that he is given.

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All insurance policies and renewals shall be accept to be to Lender and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renul rais. If Lander requires, Borrower shall promptly give to Lender a I receipts of paid premiums and review: I notices. In the event of loss, Bornower shall give prompt notice to the if surance cally a land tend to the ly intake proof to floss. If the proof to floss who there is a surance of the s

Unless Linder and Borrower of left is agree in writing insurance proceeds shall be applied to restoration or repair to the Property damaged, if the restoration of repair is a property damaged, if the restoration of repair is a property damaged, if the restoration of repair is not economically reastly would be lessened, the insurance proceeds shall be applied to the sums secured by this Security in a rument, whether or not then due, with any excess paid to Borrower: If Elerrower abandons the Projectly, or does in answer within 30 days a notice from Lender that the in surance carrier has offered to settle a clulm, then Lenck r may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sun a secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly pay nents referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Projectly 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

- se cured by this Security Instrument in mex liately prior to the acquisition. 6. Occupancy, Preservation, Whilmtenance and Pretection of the Property; Borrower's Loan Application; Le seholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Int trument and of all continue to occupy the Property as Borrower's principal rasidence for at least one year after the data of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating sircurnstances exist which are beyond Borrower's control. Bo rower 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 Ler der's good faith judgment could result in forfeiture of it a Property or other vise materially impair the lien created by this Security Instrument or Lender's sacurit / interest. Bor ower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or pro seeding to be a smissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the B prov/er'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 Ican application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in cornection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Froperty 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.
- 7. Protection of Lender's Rights in tine Property. If Dorrower 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 bankrupt by, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay it r whatever is a cessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

 Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender (inder this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrovier and Lander agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and chall be payable, with interest, upon notice from Lender to

- 8. Mortgago Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the remiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage no quired by Lendor 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 Borrow ar of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If sut stantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to on Hwelith of the yearly mortgage insurance premium being paid by Borrower v/hen the insurance covers je lapsed or ce ised 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 opverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again beccmes available ε nd 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 but ween Borrowor and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or pil or to an inspect on specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or clairs for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Propert & or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. trape usedaj හැන toja, අවුයෝ සැහුණ කිරවුණා, එහුළ අත්වේණ වෙළිසු ක්රමේද් මා මේ වුණ මෙනුවන් වෙන

In the event of a total taking of the Project, the process paid to Borrower. In the event of a partial taking of the Property in which the fair in a rice training rice the Project in minoritately be one the taking is equal to or greater than the amount of the sure secured by this Security Instruction; and I instrument is all be reduced by the amount of the property in which the sure secured by this Security Instruction; and I instrument is all be reduced by the amount of the proceeds multiplied by the following truction; (a) the total amount of the sures secured by the Troperty Immediately by after the taking of the Property Immediately by after the taking of the Property Immediately by after the taking of the Property Immediately by the taking of the Property Immediately before the taking is less than the amount of the sures secured Immediately by the fore the taking or the Property Immediately before the taking or the partial taking or the property Immediately before the taking is the property Immediately before the taking is the property Immediately before the taking is th

If the Property is abandoned by Exerct ver, or if, after notice by Lender to Econower that the condemnor offers to 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 it is proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrowar Not Released; For bear ance By Lendik r Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Sacurity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound: Joint and Sot eral Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and coneflit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but toos not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums a sourced by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for sear or make a tyle accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secure 1 by this Secur ty Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to 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 refur ded to Borrower. Leander 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 with out any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in his Security Instrument shall be given by delivering it or by mailing it by first class mall unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Bo tower designales by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security in a rument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security in a tument 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 a milician shall not a ffect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or it Bo reficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written content, Lender nix y, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borr wer notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower's is to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument within it further notice or clemand on Borrower.

18. Borrower's Right to Reins in figurower in ass certain conditions, Borrower shall have the right to have a forcement of this Security Instrum into security instrument of the prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for relists I shell) before tale of the Property oursuant to any power of sale contained in this Security in strument; or (b) entry of a additional enforcement should be due under 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 excelleration had occurred; (b) cures any default of any tither covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not il nited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ask in the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums so sured 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 reliestate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer.

The Note or a partial interest in the \ ote (together \(v \) ith this Security Instrument) may be sold one or more times without prior notice to Borrower. A pale may result in auchange in the entity (known as the "Loan Servicer") that collects rr onthly 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. Borro ver 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 mainter ance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory ager cy or private party I wolving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum products, toxic pesticides and herbicides, volutile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Lavy" means federal laws and laws of the jurisdiction where the Property is located that relate to be alth, safety or environmental protection.

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

21. Acceleration; Remedies. I end a shall give to dice 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 disfault must be cured; and (d) that fall are to cure this 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 rainstate 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 linstrament without urther demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender chall be entitled to collect all expenses incurred in pursuing the remedies provided in this pare(rap) 121, including, but not limited to, reasonable attorneys' fees and costs of tille evidenco.

If Lender Invokes the power of sall. Lender shall execute of cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's elot tion 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 prescribe: by applicable law to Borrower and to other persons prescribed by applicable law. After the time require i by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bloider at the time and place and under the terms designated in the notice of sale in one or more parcitisend in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public an souncement a the time and place of any previously scheduled sale. Lander or its designee may purch see a Property at my sale.

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STATE OF CREGON: COUNTY OF				44.4	3rd
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