Vol.mg6 Page

FOREST PRODUCTS FEDERAL () REDIT UNION P.O. 3 ox 1179 Klamath Fals, OR 97601

LOAN NO. 84170

County, Oregon:

MTC: 35039(1) LW pace Above This I ne For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security In rument") is made on June 27, 1996
Patricia M Frabotta and Rick T Frabotta INDIVIDUALLY AND

. The grantor is

PATRICIA FRABOTTA, TRUSTEE OR HER SUCCESSORS IN TRUST, UNDER THE PATRICIA FRABOTTA LOVING TRUST DATED JUNE 22,1994 AND ANY AMENDMENTS THERETO, TOWER).

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

("Trustee").

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

er isting under the laws of is PO BOX 1179. KLAMATH FALLS, OR 97601 Borrower owes Lender the principal suri of Nine T

Nine Thousand Dollars and no/100 Dollars (U.S. \$9,000.00). This debt is

evidenced by Borrower's note dated the sante date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and pay ble on August 1, 2004. This Security payments, with the full debt, if not paid earlier, due and pay ble on August 1, 2004. This Security It strument secures to Lender: (a) the repayment of the debt e videnced 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 te protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the 1 lote. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property is cated in KLAMATH trust, with power of sale, the following described property is cated in

THE SOUTHERLY 75 FEET OF LUTS 19,20,21 AND 22 IN BLOCK 11 OF ST. FRANCIS PARK, ACCORDING TO THE OFFICIAL FLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY OF EGON.

which has the address of

4607 Thompson [Street]

Klamath Falls [City]

Cregon

97603

("Projx rty Address");

[Zip Code]

TOGETHER WITH all the improvements now or here a ter erected on the property, and all easements, appurtenances, and fixtures now or hemafue a part of the property. All replacements and additions shall also be overed by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROV/ER COVENANTS that Born wer is lawfull / seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property a jainst all claims and demands, subject to any e acumbrances of record.

CREGON-SINCLE FAMILY-FNMA/FHLVIC UT IFORM INSTRUMENT ? \GE 1 OF 6 E:C/CMDTOR//0732/3038(9-90)-L

THIS SECURITY INSTRUMENT corr bines uniform a venants for national use and non-uniform covenants with li nited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borre wer and Lender cove and and agree as follows:

- 1. Payment of Principal and Interest: Prepayment et d'Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evid need by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are the under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may att in priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (b) 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 Borrower to Lender, in accordance with the provisions of put agraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow hems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount of Funds due on the basis of current data and reasonable estimates of a penditures 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 Rederal Home Loan Eank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is anade or applicable law requires interest to be paid, Lender shall not be required to pay Eorrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender er 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 a nounts permitted to be held by applicable law. Lender shall account to Be prower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Item; when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necess a y to make up the deficiency. Borrower shall make up the deficiency in no more than twelve month! / payments, at Lender's sole discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal cue; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assess ments, charges, fines and impositions attributable to the Property which may attain priority over this S ecurity Instrument, and leasehold payments or ground rents, if any. Bo rower shall pay these obligations in the number provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person (wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If E orrower makes t use payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lim which has princity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the oblight ion secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lim 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 I ender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Forrower a notice identifying the lien. Borrower shall satisfy the lien or take one or 1 nore of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. For mover shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which I ender requires insurance that he maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

ORI GON-SINGLIS FAMILY-FNMA/FHLMC UNIF ORM INSTRUMS IT ISC/CMDTOR//0792/3038(9-90)-L PAG 3 2 OF 6

All insurance policies and renewals hall be acceptable to Lender and shall include a standard mortgage clause. Leader shall have the right to hold the policie; and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the eval t of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise; gree in writing; insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is econon sically feasible and Lender's security is not lessened. If the restoration or repair is not economically easible or Lender's security would be lessened, the insurance proceeds the restoration or repair is not economically easible or Lender's security would be lessened, the insurance proceeds that be applied to the sums secured by this 5 ecurity Instrument, whether or not then due, with any excess paid to stan be applied to the sums secured by this a equity instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not a iswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender in y collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums sea red by this Security Instrument, whether or not then due. The 30-day period will begin when the aotice is given.

postpone the due date of the monthly payments referred to ir 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 equisition shall pass to Lender to the extent of the sums secured by this Security Instrument invited at the prior to the acquisition.

Unless Lender and Borrower other wise agree in writin 3 any application of proceeds to principal shall not extend or

6. Occupancy, Preservation, Mainte nance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower's hall occupy establish, and use the Property as Borrower's principal residence within sixty clays after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, u iless Lender otherwise agrees in writing, which consent Estuance for at least one year after the date of occupancy, it liess Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage of impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if 1 by forfeiture action or proceeding, whether civil or criminal, is begun that in Property good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by Lender's good faith judgment could result in forfeiture. Borrower may give such a default and rejectate as provided in Lender's good taith judgment could result in fortesture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Bor ower 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 determination, precludes forfeiture of the Borrower's intenst in the Property or other material impairment of the lien determination, precludes forfeiture of the Borrower's intenst 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 loan application process. Gave materially false or insecurate information or statements to Lender for foiled to provide created by this Security Instrument or Len ler'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 failed to provide loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide loan evidenced by the Note, including, but not limited to, Lender with any material information) in a connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's or upancy of the poperty as a principal residence. If this Security Instrument is on a leasehold, Borrower shall con ply 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 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 contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property and Lender's rights in the Contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contained in this Security Instrument, or the contained in the c Property (such as a proceeding in Darkrul toy, probate, 15) condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pe) for whatever is accessary to protect the value of the Property and Lender's rights in the Property. Lender's actions have 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 11 ider this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender a free to other terms of payment, these amounts shall bear this Security Instrument. Unless Borrower and Lender a free to other terms of payment, these amounts shall bear to interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

If Lender required mon gage insurance as a condition of making the loan secured by this Borrower requesting payment. Security Instrument, Borrower shall pay the premiums a quired to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lea der lapses or ceases to be in effect, Borrower shall pay the reason, the mortgage insurance coverage in betantially equivalent to the mortgage insurance previously in effect, at a cost premiums required to obtain coverage in betantially equivalent to the mortgage insurance previously in effect, from an alternate substantially equivalent to the cost to Ec trower of the mortgage insurance previously in effect, from an alternate substantially equivalent to the cost of Economic of the Libragage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, mortgage insurance premium being Borrower shall pay to Lender each mort has sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance experage lapsed or ceased to be in effect. Lender will accept, use and retain paid by Borrower when the insurance of verage lapsed of ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieur 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 by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in affect, or to provide a loss reserve, until the requirement for mortgage insurance ends to maintain mortgage with any written agreement of between Romaner and Lender or applicable law. in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its age it may make rea onable entries upon and inspections of the Property. Lender shall give Borrower notice at the time (f or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of at y part of the Px perty, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lenter.

OREGON—SINGLE FAMILY—FNMA FHI. 1C UNIFORM II & TRUMENT PAGE 3 OF 6 ISC/CMDTOR//0792/3038(9-90)-L

In the event of a total taking of the Property, the proce is shall be applied to the sums secured by this Security I istrument, whether or not then due, with a sy excess paid a Borrower. In the event of a partial taking of the Property in which the fair rearket value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument in mediately 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 any num: of the sums seen ed immediately before the taking, divided by (b) the fair narket value of the Property immediately a fore the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately te fore the taking, mless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrever, or if, after notice by Lender to Borrower that the condemnor offers to nake an award or settle a claim for danage;, Borrower fails to respond to Lende: within 30 days after the date the notice is given, Lender is authorized a) collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Sec urity 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. Borrower Not Released; Forben ance By Lende: Not a Waiver. Extension of the time for payment modification of amortization of the surns of cured by this Security Instrument granted by Lender to any successor in Extension of the time for payment or interest of Borrower shall not operate to re ease the liability 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 and dization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or 3 orrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver cf or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound: Joint and Sever a Liability; Co-signers. The covenants and agreements 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 agr sements shall be joint and several. Any Borrower who co-signs this Security Instrument but cloes not execute the l 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 suns secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear 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. I ender may choose to make this refund by reducing the principal owed under the Note or by naking a direct pay ment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment wit jout any prepayment charge under the Note.
- 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 applie ble law requires use of another method. The notice shall be directed to the Property Address or any other address Bo rower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. 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.
- 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 evert 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 cor flicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower : hall be given on a conformed copy of the Note and of this Security Instrument.
- If all or any part of the Property or any interest 17. Transfer of the Property or a Beneficial Intex st in Borrower. in it is sold or transferred (or if a benefic al interest in Bo rower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender ray, 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 Bo rower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument with a remedies permitted by the remedies

OREGON-CHIGLE FAMILY-FNMA/FILM CUNIFORM INSTRUMENT PAGE 4 OF 6 ISC/CMDTCR//0792/3038(9-90)-L

If Borrower n e as certain conditions. Borrower shall have the right to have enforcement of his Security Instrument discontinued at any imperior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstater ant) before sale of the Property pursuant to any power of sale contained in a applicable law may specify for reinstater ant) before sale of the Property pursuant to any power of sale contained in a security Instrument; or (b) entry of a ju igneent enforcing this Security Instrument. Those conditions are that I sorrower: (a) pays Lender all sums which then would be discussed in the security Instrument and the Note as if no acceleration had occurred. (b) cures are default of any other coverage as a security Instrument and the Note as if no Forrower: (a) pays Lender all sums which then would be distunder this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not him ted to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assume that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secure d 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 the acceleration had occurred. However, the right to reinst the shall not early in the case of conference and 110 acceleration had occurred. However, this right to reinsu te shall not apply in the case of acceleration under paragraph 17.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and his Security Instrument. There also may be one or more changes of the monthly payments due under the Note and his Security Instrument. There also may be one or more changes of the nonzeron unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written action of the change in accordance with the security Instrument. notice of the change in accordance with par agraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the a idress to which payments should be made. The notice will also contain any other information is structed and the a thress to which payments should be finded. The notice will also contain any other information is structed by the shall not course 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 violat on of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Leader written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or any governmental 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, "H azar lous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic substances by Environmental Law and the following substances: gasoline, kerosene, other Hammable or toxic petroleum products, toxic pesticides and lerbicides, 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 her lth, safety or environmental protection.

NON-UNIFORM COVENANTS. Forrower and Larder further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security I istrument (but not prior to acceleration under paragraph to any covenant or agreement in this Security I istrument (but not prior to acceleration under paragraph 17 unless applicable law provides other wise). 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 cure the default must be cured; and (d) that fail ure to cure the default on or before the date specified in the notice may default must be cured; and (d) that fail ure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall result in acceleration Borrower of the right by reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any of her defense of Forrower to acceleration and sale. If the default is not the non-existence of a default of any of her defense of 1 orrower to acceleration and sale. If the default is not cured on or before the date specified in the motice, Let der at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender's fall be entitled to collect all expenses incurred in pursuing the remedies provided in this part graph 21, including, but not limited to, reasonable attorneys' fees and costs of this criderate.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each courty it, which any part of the Property is located. Lender or Trustee shall give nonce to be recorded in each courty if which any part of the property is located. Lender of Trustee shall give notice of sale in the manner prescribed by applicable aw 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 applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the high st bidder at the time and place and under the terms designated in the Property by applicable and property by the law of the law o any parcel of the Property by public announcement at the time and place of any previously scheduled sale.

Lender of its designee may purchase the Property attemy sale.

OREGON-SINGLE FAMILY-FNMA/I HLV C UNIFORM IN 3 RUMENT ISC/CMDTOR//0792/3038(9-90)-L

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Trustee shall deliver to the parchase: In warranty, ear a seed or implied. The residual the statements made therein. Trustee shall as a penses of the sale, including, but not his fees cured by this Security Instrument; and (2) and (2). Reconveyance. Upon payment of a to reconvey the Property and shall surrender this security Instrument to Trustee. Trustee; shall not persons legally entitled to it. Such person or 23. Substitute Trustee. Lender may from Trustee appointed hereunder. Without conveyance and duties conferred upon Trustee herein 24. Attorneys' Fees. As used in this Secutionneys' fees awarded by an appellate courteness of each such rider shall be incorpor agreements of each such rider shall be incorpor agreements of this Security Instrument as if the	s in the True prly the pro- dito, reason any excess t: Il sums security in econvey the persons sha m time to tim nee of the Pro- and by app curity Instrue and recorder ated into and	onveying the Prope ty without ee's deed shall be pi ima facile seds of the sale in the following ble Trustee's and at torneys' the person or persons legally to the person or person or persons legally to the person or person or persons legally to the person or person or persons legally to the person or persons legally to the pers	out any covenant or e evidence of the truth of ing order: (a) to all fees; (b) to all sums entitled to it. Lender shall request Trus ing debt secured by this without charge to the pers a successor trustee to any all succed to all the title, s' fees" shall include any trument, the covenants and e covenants and	tee on
box(es)]				
Adjustable Rate Rider		n ninium Rider	14 Family Ride	
Graduated Payment Rider	∐ Plann:	Unit Development Rider	Biweekly Payme	nt Rider
Balloon Rider	∐Rate I	n provement Rider	Second Home Ri	ider
Other(s) [specify]				
BY SIGNING BELOW, Borrower accents	and agrees to	the terms and covenants contain	ined in this Security	
Ir strument and in any rider(s) executed by 3 or	over and re	x rded with it.		
Witnesses:		()	Ω / I	./
		La fra	Motar las	
		I TIMELO.	[4]- V/14.005[(Seal)
		Patricia M Frabo	tta ,	-Borrower
		01-0	//	
		Hub I to	· hold	
		Rick T Frabotta	acro	(Seal)
		NICK JI I TODOCCA		-Borrower
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		DATE TOTA 2DA POS	TTA, TRUSTEE OR	
		SUCCESSORS IN T	TRUST, UNDER TH	E PATRICIA
			TRUST DATED J	UNE(Seal)2,1994,
		AND ANY AMENDMI	INTS THERETO	-Borrower
STATE OF OREGON.	ce Below This	L ne For Acknowledgment]	. 1/1/2 1/4	
	21	Count		
On this 27 day of June 34 Patricia M Frabotta and Rick T	7 ⊱ , per s: Frabott∂	or ally appeared the above named Aud Policie in Frai	ntia tuste	į
			2000,000	
ard acknowledged the foregoing instrument of	e unc	r voluntary act an i deed.		
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COMMISSION NO. CL 9121	Ø	(picality	Public for Oregon	
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My Commission against 11/20/26				
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of July A.D., 19 \6 a		o'clockPVI., and d		<u>196</u>
of <u>N</u> : <u>tt</u>	gages	on Page 2020		- :
		Bernet	ha G. Letsch, County Cler	k
EE: \$35.00		By (sales	u Mulenal	<u> </u>

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