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P O BOX 3945 HOUSTON, TEXAS 77253

PREPARED BY: JULIE HUH BERFORD

T.CDOR. 00133846 MT1,38251 US

DEED OF TRUST

12745 FIND JERT OF LOAD, FOLLMEN 1 sept (two) : votes 13670

prematible meccall") take akt TOARPAL A NATE of the long openie as now, and a waller sacrete I on the property, and all assembles. THE DEED OF TRUST ('Ser my Instrumen ') is made on JULY 05, 1996

THE Grantor is JOHN B. E. C. ALEW AND PARTICLA A. BUCKALEW HUSBAND PARTICLA A. BUCKALEW PARTICLA A. BUCKALEW PARTICLA A. BUCKALEW P

BURE COVENANTS the Bome werts lawer of the celtic bench convered a Chille

eight to grant end convey the Propert and that the Property is nearest thereigh except for creams ances of record to money meneds and willede took to the best to be the first spaint of chairs are criment.

THIS THERE IN INSTRUMENT AND bines with to coverants or performs not und not uniform I se general and they a small on the game in the analysis of the standard of t

. ("Borrover") The trustee is light if TITIE mean traper, the first bank it to the first or the first bank it to the first or the first bank it to the first bank it to the first or the first bank it to the first or the first bank it to the the main the compagnors and a section of the following the first as a factor of a record of the course

("Trustee"). The beneficiary it will ANK. UNLTHOUGH TEXAS FSB. But Sub Section 500 3.2 which is organized and existing under the laws of THE UNITED STATES

and whose address is 3200 SC UTHINEST | REEWAY, #2000, HOUSTON, TEXAS 77027 ("Lender"). Borrower owes Lender the principal sum of

SIXTY SIX THOUSAND I IVE HUNDE ED AND 00/100

Dollars (U.S. \$ ***66.5 0.100.). This d bt is evidenced by Borrower's note dated the same date as this: Security Instrument ("lot.), which prov des for monthly rayments, with the full debt, if not paid carlier, due and payable on 1 iGUST 01. 2026 This Security Instrument secures to Lendar (a) the repayment of the debt evidence; by the Note, with interest, and all renewals, extensions and la de le contrate en an en entre except de eleger injour a la crimir en le fil amount of Frank due on the OREGON-Sincle Family FNMA(TH) NC U WEGENA INSTRUM ENTER DO Select the obliques of the select to select the obliques of the select the select the select the obliques of the select the select the obliques of the select th and from the winter on hibrarous

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medifications of the Note; (b), le's yment of all cher sums, with interest, advanced under paragraph 7 to protect the security of this Scianity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the vote. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RLAMATH

County, Or gon:

LOT 29, BLOCK 49, KLAYATE FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 2, ACCORDING THE THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

FOLSTON FIAS 77253

MI REPUBLIK

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which has the address of 3274!; KENO SPRINES ROAD, BONANZA

[Street, City], O regon

97663

[Zip Code] ("Property Address"):

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

BORROWER COVENANTS that Borrower is I wfully 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 be fend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Both ower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Instrante. Subject to a plicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any suns tayable by Bot ower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of nortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hald Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Ex rrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as a mended from f me to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to he l'unds sets a les ser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed he 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. TOTAL REPORT OF 900年6日 信息

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Form 3038, 9/90 Initials:

The lands shall be held in an in titution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Linder is such an in sunton) or in any fixeral Home Loan Bank, Lender shall apply the Finds to pay the Escrot Ite as. Lender mry not charge Borrower for holding and applying the Funds, annually analyzing the escrow arcon it, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable Law is smits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge or an independent real estate tax reporting service used by Lender in connection with this loan, unless uppleable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, lender shall not be required to pay Borrower any interest or earnings on the Funds. Berrower and Lender may a; ee in writing, lowever, that interest shall be paid on the Funds. Lender shall give to Borrower, without chair e, an annual x counting 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 ! curity Instrument.

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

Upon payment in full of all suns secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender If, under para; aph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall upply any Funds held by Lender at the time of acquisition or sale as a credit against the sum; see ared by this Security Instrument.

3. Application of Payments. Ut less applicable law provides other vise, all payments received by Lender under paragraphs 1 and 2 shall be at plied: first, to any prepayment charges due under the Note; second, to amounts rayable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay the x obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the n an time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of a mounts to be paid, inder this paragraph. If Borrower makes these payments directly, Eorrower shall promptly furt ish to Lender r ceipts evidencing the payments.

Borrower shall promptly d scharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion opera 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 Borrow, a a notice iden ifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property In jurgace. Borrower shall keep the improvements now existing or hereafter erected on the Property insured again t loss by fire, I azards included within the term "extended coverage" and any other hazards, including floods of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for he periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrowe assubject to Let der's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described as we, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and macuals shall be an eptable to Lender and shall include a standard mortgage clause. Lender shall have the right o hold the policies and renewals. If Lender requires, Borrower shall





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plomptty give to Lender all haseing of paid pre i this and renewal notices. In the event of loss, Borrower shall give prompt notice to it. in transe carries and letter. Lende may make proof of loss if not made

Unless Lender and Borning otherwise at ce in writing insurance proceeds shall be applied to restoration of repair of the Property damaged, the restoration or repair is economically feasible and Lender's security is not lessend. If he restoration of repair is not economically feasible or Lender's security would be lesseried, the insurance proceeds shall be applied to the sun's secured by this Security Instrument, whether or not then due, with any e cess paid to I orrower. If Borrower abandons the Property, or does not answer within 30 days a riotice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance pt seeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, vi ether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower o herwise agree n writing, any application of proceeds to principal shall not extend or postpone the due cate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from danage to the Property prior to the acquisition shall pass to

Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of il is Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or comnit waste on the Property. Borrower shall be in default if any forfeiture action or proceedir g, v hether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Projecty or otherwise materially impair the lien created by this Security Instrument or Lender's security into est. Borrowe may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding at be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security I stit ment or Lence.'s security interest. Borrower shall also be in default if Borrower, during the loan applies tion process, gave naterially false or inaccurate information or statements to Lender (or failed to provide Lander with any material information) in connection with the loan evidenced by the Note, including, but not litrated to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the

provisions of the lease. If Borrow er at quires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the mer jer in writing. 7. Protection of Lender's lights 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 Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), hen Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights it he Property. I ender'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. Alt nough Lender may take action under this paragraph 7,

Any amounts disbursed by Lender under this it ragraph 7 shall become additional debt of Borrower secured by his Security Instrument. Alless Borrowe and Lender agree to other terms of payment, these amounts shall bear interest from the dete of disburser i at at the Note rate and shall be payable, with interest, ipon notice from Lender to Borrower'it questing payr 1 nit. The Million of the property of

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8. Mortgage Insurance of L ader required mortgage insurance as a condition of making the loan secured by this Security Instrument Bourower's I I pay the premium is required to maintain the mortgage insurance in effect. If, for any lass 1, the mortga; insurance operage required by Lender lapses or ceases applicable law.

to be in effect, Borrower shall any is premiums a quited to obtain overage substantially equivalent to the mortgage insurance previously in rect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from in alternate mortgage insurer approved by Lender. If substantially equivalent mortgage is surance cover ge is not available. Borrower shall pay to Lender each month a sum equal to one-twelf has the yearly madage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage in urance. Loss a serve payments may no longer be required, at the option of Lender, if mortgage insurance or erage (in the mount and for the period that Lender requires) provided by an insurer approved by Lender ag in becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage usu ance in effect or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or

9. Inspection. Lender or it; an int may make easonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the

inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of

condemnation, are hereby assigned and shall be pare to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, will any excess 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 equal to or greater than the amount of the sums secured 17 this Security Instrument immediately 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 multip i d by the following fraction: (a) the total amount of the sums secured immediately before the taking, dividex by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Box ower. In the event of a partial taking of the Property in which the fair market value of the Pic perty immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the suns a e then due.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dama es, Borrower fails to respond to Lender within 30 days after the date the notice is given Let der is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amo tizn ion of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrover shall not a crate to release the liability of the original Borrower or Borrower's successors in interest, lender shall at be required to commence proceedings against any successor in interest or refuse the end time for payment or otherwise modify amortization of the sums secured by this Security Instrument ty reason of an demand made by the original Borrower or Borrower's successors in interest. Any forbe train e by Lender it exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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12. Specialsors and Ass pass bound; Join and Several Link litty: Co-signers. The covenants and agreements of this Security is the their stiall bit is and benefit the successors and assigns of Lender and Borrower, subject to the provision. If paragraph Borrower's covenants and agreements shall be joint and several. In Borrower who so light this Security is strument but does not execute the Note: (a) is co-signing this Security Instrument of this Security Instrument, and (c) agrees that Len: a and any other is all yoblighted to pay the sums secured by this Security Instrument, and (c) agrees that Len: a and any other is Security Instrument or the Note without that Borrower's consent.

13. Loan Charges, If the it an a started by this is ecurity 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 ion exceed the estimated limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class hall inless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. At y notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender was negiven as provided in this paragraph.

15. Governing Law; Sever ability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts wit applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note is e 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 cr a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security I istrument. However, this option shall not be exercised by Lender if exercise is prohibited by feel ral law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower 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 fecurity 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 without further notice or demand on Borrower.

18. Borrower's Right to Reinst ite. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security I strument discumined at any time prior to the earlier of: (a) 5 days (or such other period as applicable in virus y specify for a instantement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that forcover: (a) p hys Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incur ed in enforcing this Security Instrument, including, but not limited to, reasonable attentive less; and (d) takes such action as Lender may reasonably require to

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Form 3038 9/90 trittate: assure that the lien of this Security Instrument, Lence is rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall an inner inchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation as secured in by shall remain fully effective as if no acceleration had occurred. However, this right to take a shall not a by the first of security in the case of security in the Note (together with this 19. Sale of Note; Change of L in Servicer.

Security Instrument) may be sold on or more time without prior notice to Borrower. A sale may result in a change in the entity (known as the 11, an Servicer") I nat collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the], an Servicer, sorrower will be given written notice of the change in accordance with paragraph 14 at ove and applicable aw. 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 la w.

20. Hazardous Substance i. En frower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Froperty. 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, cr storage on the Property of small quantities of Hazardous Substances that are generally recognized to be at propriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give I ender written r otice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency (1 private party involving the Property and any Hazardous Substance or Environmental Law of which Borro ver has actual knowledge. If Borrower learns, or is notified by any governmental or regulator, authority, that any removal or other remediation of any Hazardous Substance affecting the Property is 1 ecessary, Bon ower shall promptly take all necessary remedial actions in accordance with Environmental Lax.

As used in this paragraph 20, "fazardous Sun tances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticices and herbie des, volatile solvents, materials containing asbestos or formaldchyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Prope ty is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Bornower prior to acceleration following Borrower's breach of any covenant or agrament in this Security Instrument (but not prior to acceleration under paragraph 1" unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action require I to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice hay result in acceleration of the sums secured by this Security Instrument and salt of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrover to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, of its option, n.t y require immediate payment in full of all sums secured by this Security Instrument without further the mand and may invoke the power of sale and any other remedies permitted by applical le law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title e ridence.

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 defaut and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable

Form 3038 9/

hw, Trisbe, without demail I of Bollower, I all sell the Property at public auction to the highest bidder it the time and place. At and the term designates in the notice of sale in one or more parcels and in any order Trustee del im les. Trustee i ly postpone sale of all or any parcel of the Property by public an nouncement at the il he i ad place of any previously scheduled sale. Lender or its designee may purchase the Property at any ale. Trustee shall deliver to the purchaser Tro a se's deed conveying the Property without any covenant or warranty, expressed or ling lie! The recitals | the Trustee's det d shall be prima facle evidence of the truth of the statements made her in. Trustee's ill apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but no; imited to, reasons ble Trustee's and attorneys' fees; (b) to all sums secured by this security Instrument; and (c) any excess to the person or persons legally

entitled to it. 22. Reconveyance. Upon pays sent of all sum; secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surred ler this Security Instrument and all notes evidencing debt secured by this Security Instrumer t to Trustee. I rustee shall reconvey the Property without warranty and without charge to the person or persons legally ent tled to it. Such person or persons shall pay any recordation

costs. 23. Substitute Trustee. Lencer may from tine to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without convey ince of the Property, the successor trustee shall succeed to all the title, power and duties of nfer ed upon Trush e herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include

any attorneys' fees awarded by an a pellate court.

25. Riders to this Security I istrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenant and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrum ant. [Check applicable box(es)] 1-4 Family Rider Condo r inium Rider Adjustable Rate Rider Biweekly Payment Rider Planne i Unit Development Rider Graduated Payment Riller

Second Home Rider Rate In provement Rider Balloon Rider Other(s) [specified] VA Rider 26. Insurance Warning. Unless you provide us with evidence of the insurance coverage as required by

our contract or loan agreement, we may purch se insurance at your expense to protect our interest. This insurance may, but need not, also protect your it terest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained projectly coverage elsewhere.

You are responsible for the cost of any ins rance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract of local will apply to this a ided amount. The effective date of coverage may be the date your prior coverage lapsed or the date you falled a provide proof of coverage.

The coverage we purchase it ay be considerably more expensive than insurance you can obtain on your own and may not satisfy aty in sed for properly darriage coverage or any mandatory liability insurance

requirements imposed by applica a lav.

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Form 3038,9/90

Witnesses:			
		from & Burdolew	(Seal)
		JOHN B. BUCKALEW	-Borrower
	·	Mai Pull	7
		Paritical Marcha	(Seal)
		PATRICIA A. BUCKALE	-Borrower
	(Seal)		(Seal)
	-Воггон в		-Borrower
	(Seal)		P
	-Borrov a		(Seal)
		~ / ~	-Bottower
	(Sea:)		(Seal)
	-Borrow a	A	-Borrower
STATE OF OREGON,	- A 5 A	County ss:	
On this 8th day of Jul	ly ,	1996	the shove named
JOHN BUCKALEW AND PAT	RICIA A.	BUCKALEW	die above named
	35.		
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	7 T		and colmousle test
the foregoing instrument to be	IR ′ol	untary act and deed.	and acknowledged
	IR vol	luntary act and deed.	and acknowledged
My Commission Expires: 12-20-08	IR rol	untary act and deed. Before me:	and acknowledged
	IR vol	luntary act and deed.	and acknowledged
My Commission Expires: 12-20-08	IR vol	luntary act and deed.	and acknowledged
My Commission Expires: 12-20-08	IR vol	luntary act and deed.	and acknowledged
My Commission Expires: 12-20-08	IR ′ol	Before me:	and acknowledged
My Commission Expires: 12-20-08	IR 'ol	Before me:	and acknowledged
My Commission Expires: 12-20-08	IR ol	Before me: Notary Public for Oregon	Burss
My Commission Expires: 12-20-08 (Official Seal)		Before me: Notary Public for Oregon	Form 3038 9/90
My Commission Expires: 12-20-08 (Official Seal) SM(OR) (0812) LCDOR CFFCIAL SEAL MADORE A STUART		Before me: Notary Public for Oregon	Buoss
My Commission Expires: 12-20-08 (Official Seal) CFC(AL SEAL MARKORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231		Before me: Notary Public for Oregon	Buoss
My Commission Expires: 12-20-08 (Official Seal) SM(OR) (0812) LCDOR CFFCIAL SEAL MADORE A STUART		Before me: Notary Public for Oregon	Buoss
My Commission Expires: 12-20-08 (Official Seal) CFC(AL SEAL MARKORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231		Before me: Notary Public for Oregon	Buoss
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My Commission Expires: 12-20-08 (Official Seal) CFC(AL SEAL MARKORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231		Before me: Notary Public for Oregon	Burss
My Commission Expires: 12-20-08 (Official Seal) CFICAL SEAL MARJORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231 MYCK WASSION EXPIRES DEC. 20, 1 18	Pi,	Before me: Notary Public for Oregon	Burss
My Commission Expires: 12-20-08 (Official Seal) CFC(AL SEAL MARKORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231	Pi,	Before me: Notary Public for Oregon	Burss
My Commission Expires: 12-20-08 (Official Seal) Cofficial Seal) LCDOR LARLORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231 MYC. WASSION EPPRES DEC. 20, 1 18	F \(\) 10 (Notary Public for Oregon 0(1)133846	Form 303B 9/90
My Commission Expires: 12-20-08 (Official Seal) CFICAL SEAL MARJORIE A. STUART NOTARY PUBLIC-OREGON COMMISSION NO. 040231 MYCK WASSION EPIRES DEC. 20, 1 18. E OF OREGON: COUNTY OF KLANIAL I: for record at request of	Fig. 9.	Before me: Notary Public for Oregon	Form 3038 9/90