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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 foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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 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.

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Loan #: 01-253-362470-7

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UNIFORM COVENANTS. Borrows 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 laterast on the debt oxidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and interests. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day priority over this Security instrument as a lien on the Property; (b) yearly issuence premiume; (d) yearly ficed insurance premiume, if any; (e) yearly mortgage insurance premiume, if any; (e) yearly sushed by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance amount a lender for a federally related mortgage loan may require for Borrower's eacrow account under the federal Real Estate Settlement aests a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds the amount of Funds due on the basic of current data and reasonable estimates of expenditures of future Escrow items or otherwise in the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if

the amount of Funds due on the basis of current data and reasonable estimates of expenditures of nuture basic which applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if the Funds shall be held in an institution) or in arry Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually enalyzing the escrow account, or verifying the Escrow items, unless Lender pays one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides or earnings on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Escrow thoms when due, Lender may so notify Borrower in writing, and, in such as Borrower shall pay to Lender the amount necessary to make Escrow thoms when due, Lender may so notify Borrower in writing, and, in such seasonable payments, at Lender's sole discretion.

If under paragraph 21, Lender shall account to Borrower to make the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds and payments in the time of acquisition or sale as a credit against the sums secured by this Security instrument.

Supplication of Payments. Unless

principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all toxes, assessments, charges, fines and impositions attributable to the Property which may provided in paragraph 2, or if not paid in that manner; Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the enforcement of the lien in, legal proceedings which in the Lender copinion operate to prevent the enforcement of the lien; or (c) secures from this holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Borrower shall satisfy the lien or take one or more of the actions est forth above within 10 days of the giving of notice.

5. Hazard or Property insurance. Borrower shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be oriosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain the insurance policies and remember approval which shall not be unreasonably withheld. If Borrower fails to maintain paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mandard plant to the lender and any other the cardons are standard and the property in accordance with paragraph 7.

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All incurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made

promptly by sorrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property deadled or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security insurance proceeds shall be applied to the sums secured by this Security insurance, insurance proceeds shall be applied to the sums secured by this Security insurance. Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to notice is given.

repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is pass to Lender, Borrower's light to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall be under to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Malmenance and Projection of the Property; Borrower's Lean Application; Leaseholds. Borrower shall shall continue to occupy the Property as Borrower's principal residence of the Property; Borrower's Lean Application; Leaseholds. Borrower 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 shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal the Property, the leasehold and the fee title shall not merge unless Lender stable in the Droperty (such as a proceeding in benkrumty).

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants

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 the Property. If Borrower falls to perform the covenants and agreements contained in this Security probate, for condemnation or forfaiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the over this Becurity Instrument, appearing in court, paying reasonable actions may include paying any sums secured by a lien which has priority Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? Tabell become additional debt of Borrower secured by this Security Instrument, and shall be payable, with interest, upon notice from Lender to Borrower requesting paymers.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, and shall be payable, with interest, upon notice from Lender to Borrower requesting paymers.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, sequired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, pay to Lender each morth a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available. Borrower shall pay the Lender section mortgage insurance previously in effect, pay to Lender each morth a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available. Borrower shall pay the premiums being paid by Borrower when the insurance Leader req

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Loan #: 01-253-362470-7

Sin impossibility it lender or its organization may make reasonable entries upon and inspections of the Property. Lander shall give Borrower notice at the time of or prior to an inspection exceeding reasonable course for the inspection.

It is Control in a control in the property of the control in the desired of organization of claim for damages, direct or consequential, in connection with any condemnation or 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 immediately before the taking is equal to or greater than the amount of the sums secured by the Security instrument immediately before the taking, unless Borrower and Lander otherwise agree in writing, the sums secured by this Security instrument immediately before the taking in each of the following fraction: (a) this total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, and the Property immediately before the taking is less than the amount of the sums secured immediately before the taking of the Property in the sums secured by the Security instrument intended to the Property in the sum of the sums secured immediately before the taking of the Property in the sum of the sums secured immediately before the taking or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security instrument whether or not the sums are then due.

If the Property is abandoned by Sorrower, or it, other notice by Lender to Sorrower that the condemnor offers to make an eward or settle a

If the Property is abandoned by Sorrower, or if, offer notice by Lender to Sorrower that the condemnor offers to make an eward or settle a claim for demages, Borrower fails to respond to Lander within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then

Unless Lender and Воложег 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.

of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forboarance By Lander Not a Walver. Extension of the time for payment or modification of amortization 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's successors in interest. Any forbearance by Lender in exercising any right or remedy not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Lisbility; Co-algners. The covenants and agreements of this Security Instrument shall bind and banofit the successors and casigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-algning this Security Instrument only to mortigage, 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 secured by this Security Instrument; and (c) agrees that Lender and any other without that Borrower's consent.

without that Borrower's consent.

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which ests 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 principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the prepayment without any prepayment charge under the Note.

14. Modicas. Any notice to Borrower provided for in this Security Instrument shall be given by delibering it or by mailing it by first class.

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 mail unless 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 Lander's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be desimed to have been given to Borrower or lander when given as provided in this paragraph.

Lender designates by notice to Borrower. Any notice provided for in this Security Instrument small be dremed to have been given to borrower or 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the shall not affect other provisions of this Security Instrument or the Note conflicts with applicable law, such conflict 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.

provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is said 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, excercised by Lender if exercise is prohibited by federal laws so of the date of this Security Instrument. However, this option shall not be if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuent to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays 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 incurred in require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall paragraph 17.

paragraph 17.

19. Sale of Note; Change of Loan Servicer. 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 monthly 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.

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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, or storage on the Property that is in violation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender 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 Environmental Law of which Borrower has actual 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. Law and the following substances: gasolins, kerosene, other flammable or taxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyda, and redirective materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the juriediction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covanant and agree as foliows:

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

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

21. Acceleration; Remedies. Londer shall give notice 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 default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of it? I sums ascured by this Security instrument and cale of the Property. The notice a default or any other defense of Borrower to acceleration, and the right to bring a court action to assert the non-existence of notice, Lander at its option may require immediate payment in full of all sums ascured by this Security instrument without further demand may knycke the power of sale and any other remedice permitted by applicable law. Lander shall be entitled to collect all expenses evidence.

es on # Lander involues the power of chie; Lander shall explude on cause Thusles to exceed a written notice of the occarrence of an event of delexit and of Lander's election to cause the Proposty to be estimated shall enter each county in which, any part of the Proposty is located. Lander or Translate, shall give notice of each in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time stage and to other persons prescribed by applicable law. Trustee, without demand on Borrower, shall sail the Property at public contents of the law, each of the property by public amount cannot be and place of all or any percel of the Property by public amount cannot at the time and place of any previously exhected sale. Lender or its designes may purchase the Property at any sale.

Property at any sale.

Trustoe shall deliver to the purchaser Trustoe's deed conveying the Property without any covenant or warranty, expressed or implied. The recitate in the Trustoe's deed shall be prime facto evidence of the trust of the statements made therein. Trustoe shall apply the proceeds of the sale in the following order: (s) to all expenses of the sale, including, but not limited to, reasonable Trustoe's and attorneys' fees; (b) to all sums secured by this Security instrument; and (c) any expense to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lander shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or

persons shall pay any recordition costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed horeunder. Without conveyance of the Property, the successor trustee shell succeed to all the title, power and duties conferred upon Trustee 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

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EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land being a portion of Block 51, FIRST ADDITION to the CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon AND a portion of the NWI/4 NEI/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Sixth Street, 160 feet Northwest from the Southeast corner of Block 51 of FIRST ADDITION to the CITY OF KLAMATH FALLS, OREGON; thence Northwest on said West line of Sixth Street 40 feet; thence Southwest and parallel with High Street 71 feet; thence Southeast parallel with Sixth Street 40 feet; thence Northwesterly parallel with High Street 71 feet to the place of beginning.

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