TOWN 10 200 FORM 3038 9/90

eucrimptances of tecorquiction to constitute a uniform security instrument covering test property THIS SECURITY INSTRUMENT compines uniform coverants for national use and ecal uniform coverants with OREGON-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTOR//0792/3038(9-90)-L

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

PAGE 1 OF 6

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteriances, 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."

time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds 2501 et seq. ('RESPA"), unless another law that applies to the Funds sets a lesser amount. If no, Lendminist, at any account under the federal Real Estate Settlement Procedures Act of 1974 as amerided from the testime, 12 U.S.C. \$ to exceed the maximum amount a lender for a federally related mortgage from may require for decreaser's exceed to Which has the address of the called 2828 PATTERSON STREET of any time, collect KLAMATH, FALLS an amount not Otedould paymen 3.609 mound rent a coberry voquese any (c) yearly related or projectly institute and a production of projectly institute and a proje yearly taxes and cists constitute which may attain priority over this Security in stranger as a least-bold nature of drawing route on the Property is short of months of the property.

that interest shall be paid on the Funds. Lender shall give to Borrower, Wilhout charge, an annual accounting of the required to pay Borrowar any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, provides otherwise. Unless an agreemont is mads or applicable law requires interest to no paid. Conder shall not be independent real estate tax reporting service used by Lender in connection with this toan, unless applicable taw permits Lender to make such a charge. However, Lender may require florrower to pay a one hare charge his an escrow account, or verilying the Escrow items, unless Lander pays Borrower interest on the Funds and applicable low pay the Escrow liems. Lender may not charge Borrower for heloing and apolying the Funds, amusally chalyzing the (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Let der shall apply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal egency, instrumentative, or entity accordance with applicable law. due on the basis of current data and reasonable estimates of expenditures of future Escrow hains or otherwise in

by East 120 feet of Lot 72 of HOMELAND TRACTS NO 2: according to the official county of the county of Klamath County of the county of Klamath County of the ETH-ACCOUNT (NO:33 3909-001CC-040003) 8/KEY 8NO:30508686360 CODE (NO:301043 Funds, showing cracits and debits to the Funds and the purpose for which each debit to the Funds was made. The

("Lender"). poliars (U.S. \$47, 000.00). Inis debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced 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 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note: For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale; the following described property located Inviki amath: susignmental become to governor ConutA: Otedou: no more than twelve monthly payments, at Lender's sole discretion.

The trustee is AMERITITLE the balancing The trustee is AMERITITLE the balancing Trustee. The trustee is AMERITITLE the balancing (Trustee) The beneficiary is SOUTH VALLEY BANK & TRUST makes these balancing queen beneficiary is SOUTH VALLEY BANK & TRUST makes the balancing which is organized and whose address is PO Box 5210. KLAMATH FALLS, OR 97601

Borrower owes Lender the principal sum of Forty Seven Thousand Six Hundred Fifty Dollars ("Lender") and no/100

Dollars (U.S. \$47,650.00). This debt is ("Borrower"). ("Trustee").

TO B herr which may alkin priority over this Secrety in the list in legal proceedings which in the list of the British and the list to this Secrety instrument. If Lender determines are now real of the British and real of the British and real of the British and the Briti egrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. (b) consists to Borrower shall prediptly discharge any lieu which has priority over this Security instrument unless Borrowne (a)

to a figur whileh may affain priority over this Societies and the Lucket Like Like Like of the Societies of the Borrower shall safety the flour or take one or make by Den Like Like Like within the conversion of the like of the like of the like one or make one or make by the like of the like of

ATT 10 VICENTEE dis that Londer requires. The insurence carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to usant in coverage described KEAWALHaLVETE'S, OB.er 3460 Ippion, obtain coverage to protect Lender's rights in the Property in accordance with Property insured against loss by fire, haza A Dandey School David Step of the Lot School David S

SOUTH VALLEY BANK & TRUST PO Box 5210

AMILY-PRIMAYERLATC UNIEQRIA INSTRUMENT AFTER RECORDING MAIL TO '96 NOV -6 P3:21 Vol.__*ngb*__page**35156**

OREGON-SINGLE FAMILY-FAMA/FHLMC UNIFORM INSTRUMENT

LOAN NO. 500129, 1 3038

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.

MSLUNIFORM COVENANTS/ Borrower and Lender covenant and agree as follows: Dates: anpinor to aux

SLO 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 Notered by this Security instrument. All of the foregoing is referred to in this Security instrument as the Property

to Lender on the day monthly payments are due under the Note; ûntil 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 sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." 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 not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow 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 made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in 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 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,

nee Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lerider, 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 held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. (a) the balances of the other terms with 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 due; and last, to any late charges due under the Note.

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2. 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 payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower 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 Lender requires insurance. This insurance shall be 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 falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7,10

SOUTH VALLEY BANK & TRUST

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VELEK BECONDING WYIF LO. OREGON-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTOR//0792/3038(9-90)-L

OREGON-SINGLE FAMILY-FRMA/FRLMC UNIFORM INSTRUMENT LOAN NO. 500129, 5038 8\ All insurance 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 premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Estate may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be restoration or repair is not economically feasible or Lender's security would be restoration or repair is not economically feasible or Lender's security would be restorated by the restoration of repair is not economically feasible or Lender's security would be restorated by the restoration of repair is not economically feasible or Lender's security would be restorated by the restoration of repair is not economically feasible or Lender's security would be restorated by the restoration of repair is not lessened. If the restoration or repair is not economically leasure or Lender's security would be resserted, the insurance process shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of 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 acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition of open

- 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 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, 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 commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may 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 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 Instrument or Lender'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 Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited 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 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 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), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying 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 under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument: Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, the sames secured by this Security instrument described by

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate substantially equivalent mortgage insurance coverage is not available, mortgage insurance coverage is not available.

 Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu 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 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 applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 2010. 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 bald to reader with any excess paid to Borrower. In the event of a partial taking of the Property in

In the event of a fotal taking of the Property, the proceeds chall be applied to the sures secured by this Security

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, with 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 by 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 multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before 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 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 sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender 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 due.

but 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; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower'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. 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 mall 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 Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument 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 event 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or 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 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 Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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.

All insurance policies and renewals shall be acceptable to Lender and shall exclude a standard mortgood clause. Lender shall trave the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to bridge tenders and renewals. If Lender requires, Borrower shall promptly give to the

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 pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no 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 limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably 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 remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. volumery act and door

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 payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. 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 do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to

be appropriate to normal residential uses and to 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 knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, 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 health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender 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 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 the sums secured by this Security Instrument and sale 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 Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable 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 evidence. and place over said in this second income is such a rate.

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 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 law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sele. (unstee, a and attornobe, toos: (b) to sit cours

the statements made therein. Trustee shell apply the proceeds of the sale in the following order: (a) to all warranty, expressed or implied. The recitals in the Trustee's deed shall be prime facill evidence of the fruth of Trustee shall deliver to the purchaser Trustee's deed conveying the Proporty without any covenant or

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale; including but not limited to; ressonable Trustee's and attorneys' fees; (b) to all sums secured by this Security instrument; and (c) any excess to the person persons legally entitled to it. uoti22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender 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 Shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs be some because a pl Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall 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 tees awarded by an abbellate conit; including, but not limited to, reasonable oftomeys, sees ned es oth:52's Biders to this Security instruments. Lender shall be entitled to called all expenses included in parsoing 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 covenants and (a cap o) agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable agreements of this Security manufacture assisting receipts a pair of this Security manufacture. Loneon applicable so box(ea)] storm gottoms of the udust or constant and the udustable Rate Rider some secured p Condominium Riderson of the M1-4 Family Riderson such Graduated Payment Rider Payment Rider Platined Unit Development Rider Biweekly Payment Rider ☐ Graduated Payment Rider
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☐ Balloon Rider
☐ Balloon Rider
☐ Second Home Rider
☐ Second Home Rider brot Other(s):[sbecth], or agreement in this Security instrument (but not prior to acceleration under paragra BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it may alice as a log jurisdiction where the Property is located that relate to Incitin, sales and radioactive meterials. As used in this paragraph 20, Tar Kol substances by Environmental Law and the following substance sometimes by Environmental Law and the following substance sometimes of the following substance sometimes of the following substance sometimes of the following substance substances by Environmental Law and the following substances by Environmental Law and the following substance substances by Environmental Law and the following substances by the following substances As used in this paragraph 20, "Hazardous Substances" are tibe spatianjas defined as necessary. Borrower shall promptly take all necessary remedial (cycly any governmental or regulatory agency or private party involving the Property and any Ferrancious Substance or Environmental Law of which Borrower has betual transledge. <u>VETSHY CKEBBIN</u> and any ferrancious Substance or Anticommental Law of which Borrower has betual transledge of <u>VETSHY CKEBBIN</u> and the substance of the subs (Seal) (geal)

Borrower shall promptly give Legider written notice of any investigation, cloim, dentar d. lavysist or other accion by governmental or requisitory agency or private marky invalvements by property and the property of the property o be appropriate to normal residential uses and to maintenance of the Property presance, use, or storage on the Property of small quantities of Hazardous Substances, that any generally renormized to affecting the Property that is in violation of any Environmental Law. The preceding two sentences shalt not apply to the of any Hazardous Substances on or in the Property. Regrewer shall not do, not allow anyone due to do, any thing affecting the Property that is in violation of any Environmental Law. The property that is in violation of any Environmental Law. The property that is in violation of any Environmental Law. 20, Hazardous Substances. Borrower shall not cause of permit the prosperior life. other information required by applicable law. mot Outplay Chebran services and the address to which payments smooth be made. The notice will also contain any both interest of the new Loan Services and the address to which payments smooth be made. The notice will also contain any both interest of the new Loan Services and the address to which payments smooth be made. The notice will also contain any both interest of the new Loan Services and the address to which payments smooth be made. The notice will also contain any both interest of the new Loan Services and the address to which payments smooth be made. The notice will also contain any ROBERTOW: CREBBIN and ALISHAT CREBBINIT in a change in the county framewas the most be reported unit designed The Note of a partial tractest in the Note (together with this Security Instrument) thay be said one of more times and acknowledged the foregoing instrument to be the in voluntary act and deed. Coulcing 2000) had occurred. (b) cures any default of any other covenants or agreements. (c) outyouth expenses incurred in the water near conversion and occurred. (b) cures any default of any other covenants or agreements. (c) outyouth expenses incurred in the water of a conversion to the conversion of a conversion o MA Commission explice: (b) yours of a judgment enforcing this Security instrument. Those conducts rull that commission explices: (b) your of a judgment enforcing this Security instrument and the factors of no follows. (a) pays Lender Mill grows of a default of any office extensive or assessments if a factor of the factor o as applicable law may specify for reinstatement) before cale of the Property persuant to and power of sale confained in enforcement of this Security Instrument discontinued at any time prior to the parties of, (a) 5 days for sech other period 18. Borrower's Right to Reinstate. If Borrower meets cortain conditions, Borrower shall have the right to have

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AP# CREBBIN LN# 500129 MULTISTATE 1-3 FAMILY RIDER-FT-4FIEWILTAO SIDEK UMENT ISC/CRIDY-7/0195/3170(0990)-L Easts office thing **Assignment of Rents** Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTH VALLEY BANK & TRUST, SOUTH VALLEY BANK & TRUST "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2828 PATTERSON STREET KLAMATH FALLS, OR 97603 [Property Address] 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: ACT ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in and goods or every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security instrument as the "Property." act that money brevent prouder from expression as vide B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written be table to account for any judicially appointed receiver analy be liable to account for any mean florest D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Govenant 5! E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted. F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect. G. ASSIGNMENT OF LEASES. Upon Lender's request Borrower shall assign to Lender all leases of

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the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

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MUL H 57 8381GNWENT, OP IL EENTS ISC/CRID**//0195/3£70(0390)-L			하다 이 하는 그 회사는 그 얼마를 다리고 있었다.
Borrower absolutely and uncondition ("Rents") of the Property, regardless authorizes Lender or Lender's agents pay the Rents to Lender or Lender's a given Borrower notice of default pursuity of the Borrower notice of default pursuity of the Borrower as trustee for the benefit of Instrument; (ii) Lender shall be entitled agrees that each tenant of the Proper upon. Lender's written demand to the collected by Lender or Lender's agent the Property and collecting the Repremiums on receiver's bonds, repain and other charges on the Property, a Lender's agents or any judicially appreceived; and (vi) Lender shall be entitled the Property and collect the Rents a linadequacy of the Property as security. If the Rents of the Property are not property and of collecting the Rents of the Property and and has not and will not perform any paragraph. Lender, or Lender's agents or a judicially appopant and the Rents of the Property and control of or maintain the Property and control of or maintain the Property and control of or maintain the Property and control of or Rents shall not cure of the remedies of Borrower to Lender of the Property and control of or maintain the Property because the Property and control of or maintain the Property because the Property and control of or maintain the Property because the Property and control of Rents shall not cure of the remedies permitted by the Section By Signing Below, Borrower and 2 of this 14 Pamily Rider.	nally assigns and trass of to whom the R to collect the Rents, a gents. However, Borrugant to paragraph 21 dents are to be paid to collect and receiver shall pay all Rents are tenant; (iv) unless to shall be applied first including, but in a rand maintenance conditions to the sums be paragraph of the to the sums be paragraph of the to the sums be paragraph. The sum of the to the sums of the sum of t	DEPIRECEIVER; LENI ansfers to Lender all lents of the Property and agrees that each te rower shall receive the received by Bo applied to the sums re all of the Rents of the reapplicable law provi at to the costs of taking of limited to, attorne rosts, insurance premi reliable to account for rer appointed to take po receiver, shall not be received to so at any time when receiver, shall not be received to so at any time when receiver invalidate any other research that are shall not be received to so at any time when receiver invalidate any other research that are received to the terms and provise of the terms and provise of the terms and provise	the rents and revenues are payable. Borrower nant of the Property shall Rents until (i) Lender has ment and (ii) Lender has gent. This assignment of curity only. The property is a secured by the Security e Property; (iii) Borrower ander or Lender's agents des otherwise, all Rents control of and managing is fees, receiver's fees, ms, taxes, assessments y instrument; (v) Lender, only those Rents actually essession of and manage it any showing as to the to Uniform Covenant 7. assignment of the Rents is in its rights under this pulred to enter upon, take wer. However, Lender, or a default occurs. Any ight or remedy of Lender, secured by the Security in its propose of a greement in default or agreement in default or agree
Instrument, Borrower and Lender fur	1 Porcat	World-	> (Seal)
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MULTISTATE 1-4 FAMILY RIDER-I ISC/CRID**//0195/3170(0990)-L	FNMA/FHLMC UNIFO Page 2 of 1	ORM INSTRUMENT 2	Form 3170 9/90
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VEX EMEMBER ATE OF OREGON: COUNTY OF KLAMA and for record at request ofAmerical	itle	ock P. M., and duly	recorded in Vol. M96
Vb ★ CHEBRIN ATE OF OREGON: COUNTY OF KLAMA and for record at request of Americal	itle at 3:21 o'clo	ock <u>P.</u> M., and duly on Page_35156 netha G. Letsch /	recorded in Vol. <u>M96</u>