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OREGON - Single Family - Franks Mas/Fraddle Mac UNIFORM INSTRUMENT

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UNPORM OCVERIANTS. Beneves and Lander covenext and agree as follows: 1. Payment of Principal and Interest; Propagament and Late Changes. Beneves shell promptly pay when due the principal of and Interest on the debt evidenced by the Note and any prepayment and late changes due under the Note. 2. Funds for Texas and Interest. Subject to applicable law or to a written waiver by Lender, Borrower shell prove theil pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funder) for: (a) yearly lates and assessments which may attain priority over this Security Instrument as a lian on the Property; (b) yearly latesheld payments or ground rents on the Property, If any; (c) yearly any sums payable by Berrower to Lander, in accordance with the provisions of paragraph 8, in liau of the payment of merigage insurance amounts. These items are called "Eacrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the feater State Sections: Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. (AESPA"), unless another law that epplice to the funds the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Eacrow items or othenvise in accordance with applicable law.

Accordance with applicable law. The Funds shall be held in an institution whose deposite are insured by a federal agency, instrumentality, or entity (including Londer, M Lender is such as institution) or in any Foderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge Borrower for holding and applying the Funda, amusity enalyzing the escrow account, or verilying the Escrow Rems, unless Lender to pay Borrower Interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a constime charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable haw 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 Borrower, without charge, an annual accounting of the Funda, 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 ascured by this Security Instrument. If the Funds held by Lender may agree in writing, and, in such case Borrower shall pay to Londer shall pay to Londer at any time is not sufficient to pay the Escrow Rems when due, Londer may agree in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lender's cole discretion. If up payment in full of all sums accured by the Security result to Borrower any time is not sufficient to pay the Escrow Rems when due, Londer may agree in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up on payment in full of all sums accured by the Security instrument, Lender shall promptly resund to Borrower any funds held by Lender. If, under paragraph 21, Lender shall acquire or well the Property, Lender, prior to the equisition or eale of the Pr

Upon payment in fusion and use of an entry of the secure of the Property. Lender, before shar promptly refund to borrower any number of control of the property, shall apply any number of the property. Shall apply any number of the property, shall apply any number of the property. Shall apply any number of the property, shall apply any number of the property. Shall apply any number of the property and the secure of the property. Shall apply any number of the property and the secure of the property and the property and the secure of the property and the property and the secure of the property and the secure of the property and the property

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

principal due; and last, to any late charges due under the Note.
4. Charges; Lions. Borrower shall pay all taxes, assessments, charges, fines and impositions stributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the mannar 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 all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, 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 all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all points directly to ver 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) contacts in good tath the lien by, or defende agrit, at holder 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 Property is subject to a lien which may attain priority over this Security instrument. If Lender determines that any part of the 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 leep the Improvements now existing or hereafter anotice don the Property insurance.

5. Hezard or Property Insurance. Borrower shall keep the Improvements new existing or hereafter arsoled on the Property insured egainst loss by fire, hezards included within the term "extended coverage" and any other hezards, 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 to verage described above Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in secondance with periods to protect Lender's rights in the Property in secondance with periods to protect Lender's rights in the Property in secondance with

All insurance policies and renewals shall be acceptable to Lender and shall include a standard montgage 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. Lender may make proof of loss if not made

prompty by borrower. Unless Lender and Borrower otherwise agree in writing, incurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is conomically feasible and Lender's security is not inseened. If the restoration or repair is not economically dessible or Lender's security would be leasened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance center has offered to sette 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. The 30-day period will begin when the notice is civen.

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. *B. Commance: Drecervation, Beintenance and Protection of the Property Recrement's Local Acadimentary Leosabelia*. Barrower shall

pass to Lender to the extent of the sume secured by this Security Instrument Immediately prior to the acquisition. 6. Cocupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leassholds. Borrower shall shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Socurity Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the execution of this Socurity Instrument and spress in writing, which concern 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 forfeture action or proceeding, whether civil or criminal, is begun that in Lender's good falth judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londer's security interest. Borrower may Lender's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created materially false or inaccurate information, breckees Borrower's Interest in the Property or other material impairment of the lien created materially false or inaccurate information, but not limited to, rupresentations concerning Borrower, decineration with a residence for the Property as a principal residence. If this Security Instrument is on a leaschold, Borrower shall do provide Lander with any material information) in connection with residence. If this Security Instrument is on a leaschold, Borrower shall do provide Lander with any material information in connection with residences of the lease. It Borrower acquires fee tile to the Property, the lease of the fee tile shall not merge unless Lender agrees to the merger in writing. 7. Protection of Lender's Righ

the Property, the lesschold 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 fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may algoriticantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeilure or to enforce leve or regulations), than Lander 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 invited paying any sume secured by a llen which has priority carder may take action under this persenging 7. Lender's actions may invited paying on the Property to make repaire. Although Lender may take action under this persengent 7. Lender does not have to do so.
Any emounts distursed by Lender under this persengent 7 shall became additional debt of Borrower secured by this Security instrument, under this persengent 7 these and these shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
8. Montage insurance. If Lender required montage insurance as a condition of making the loan secured by this Security instrument.

and shall be payable, with interest, upon notice from Lender to Sorrower requesting payment. 8. Mortgage Incurance. If Lender required mortgage incurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiume required to maintain the imortgage insurance in effect. If, for any reason, the mortgage insurance occurage required by Lender lapses or oscess to be in effect, and a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, and a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. If a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. If a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. If aubstantially equivalent mortgage insurance coverage is not available. Sorrower when the insurance from an alternate mortgage leaver approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Sorrower when the insurance coverage lapsed or caused to be in effect. Londer will eccept, use and retain these payments as a lose reserve in lieu of mortgage insurance. Leas reserve payments may no longer be required, at the option of Linder, if mortgage insurance coverage (in the amount and for the ported that required by an insurer approved by Lender again becomes available and is obtained. Borrower shell pay the premiuma required to maintain mortgage insurance in effect, or to provide a lose reserve, until the requirement for mortgage insurance ends in accord; co with any written agreement between Borrower and Lander or applicable law.

9. Inspection, Lender or its spent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the tria drive prior to entries of the inspection. The proceeds of any event of class for the inspection.
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10. Eventementation. The proceeds of any event of class for the inspection.
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If the Property is abandoned by Borrower, or II, after notice by Lender to Borrower that the condemnor effere to make an award or eatile 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 countries canages, converse have to respond to concertaint as tage energies can use non-set green, concerts availates to every an apply the proceede, at its option, either to restoration or repair of the Property or to the sume secured by this Security instrument, whether or not then

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 Releazed; Forbassance By Londer Not a Walver. Extension of the time for payment or medification of amortization

11. Sorrower Not Released; Forbarrance By Londer Not a Waiver. Extension of the time for payment or modification of emoritation of the original Sorrower or Borrower's successors in interest. Lander 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 sume secured by this Security Instrument by reason of any excessors in interest. Any forbearance by Lender in exercising any right or remody shall be a waiver of or proclude the exercise of any right or remody.
12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument only to mortgage, grant and sorrew who co-signs this Security Instrument but does not execute the Note: (a) is instrument; (b) is not personally obligated to pay the sume secured by this Security Instrument on the Security but coven and agrees that the terms of this Security Instrument only to mortgage, grant and covers that Borrower's interest in the Property under the terms of this Security Borrower and any other arms excured by this Security Instrument or the Note without that Borrower's consent.

Window may convert a convert.
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, oblicated inner which exceeded permitted limits will be reduced by the amount necessary to reduce the charge to the permitted limits, collected from Berrower which exceeded permitted limits will be reduced to Berrower. Lender may choose to make this reduced by reducing the advantation will be reduced as a partial context. principal owed under the Note or by making a direct payment to Borrowar. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment 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 Lenders address etated herein or any other address Borrower Lender when civen as provided in this paragraph.

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.

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 Baneficial 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 cold or transferred and illomower is not a natural percent) without Lender's prior written consent, transfer de the solid by Lender Maxielas is prohibited by faderal law as of the date of this Security Instrument. However, this option shall not be averables the notice is prior written consent, exercises the option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days per these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower falls to or demand on Borrower.

or demand on Borrower. 18. Econower'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 this 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 spreaments; (c) pays all expenses incurred in require to essure that the Hen of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sume secured by this Security Instrument shall continue unchanged. Upon reinstatement by Sorrower, this Security Instrument and the obligations secured by the remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under parameters and the the time of the secure of the secure

paragraph 17. 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (logether with this Security Instrument) may be sold or ... or more times without prior notice to Berrower. 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") that collects monthly the Note. If there is a change of the Lean Servicer, Berrower will be given written notice of the change in accordance with paragraph 14 above and applicable isw. The notice will state the name and address of the new Lean Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law

and applicable isw. 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, clorage, or release of any Hazardous Substances on or in the Property. Conswer shall not cause or permit the presence, use, disposal, clorage, or release of any Hazardous Environmental Law. The preceding two sentences 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. 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 ection by any governmental or Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other ection by any governmental or knowledgs. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other metalloh of any Hazardous As used in this paragraph 20, "Hazardous Substances" remedial actions in accordance with Environmental Law and the following substances: gesoline, kerosenc, other fianmable or toxic petroleum products, toxic pasticides and herbicides, volatile federal lawn and laws of the jurisdiction where the Property is located that relate to health, eaferty or environmental Law" mesons fadaral iswn and laws of the juriadiction where the Property is localed that relate to health, safety or environmental protection.

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

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 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 (c) that talkes to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this formula to cure state of the Property. The notice shell further inform Berrower of the sight to reinstate effective, and the right to bring a court estion to essent the non-axistence of notice, Lender at he power of action may require immediate payment in this of all sums secured by this Security instrument without turber default in the and may involve the power of action provided in this paragraph 31, including, but not limited to, reasonable atternays' fors and costs of this inclusion.

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If Landot Investos this preset of antie, Landor shall advante or sever Tipetes to chastif a written notice of the eccertance of m every of descrit and of Landor is election to cruse the Property to be sever the shall enuse such makes to be recorded in each county in infacts any part of the Property is accessed. Landor or Triaces state give infacts of ade is the response to be recorded in each county in likewave and to other persons, presented by applicable tar. Allow the time mainted by applicable tare, Trustee and the Property at public ancient in the time shall be the time and place of the time and place of any previously scheduled each of the designee may parcel of the Property by public announcement of the time and place of any previously scheduled each. Lander or its designee may purchase the Property at any cale.

Property at any case. Trusted shall deliver to the purchased Trusted's dead conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustes's dead shall be prime tacks evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expension of the sale, inskiding, but not limited to, reasonable Trustee's and attorneys' tess; (b) to all sums accurat by this Security instrument; and (c) any causes to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums escured by this Security instrument, Londer shall request Trustes to reconvey the Property without warranty and all notes evidencing debt secured by this Security instrument to Trustes to reconvey the reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by epplicable law. Such person or

persons shall pay any recordedion costs. 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hersunder. Without conveyance of the Property, the successor trustee shall success to all the title, power and duties conferred upon Trustee hersunder without conveyance of the Property, the successor trustee shall success to all the title, power and duties conferred upon Trustee

26. Attorneys' Feen. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by en appellate court.

25. Addens to this Security Instrument. If one or more ridens are executed by Borrower and moorded logother with this Secury Les mares or new country manument. If one or more norms are precised by contents and records logomer with this country instruments of said such fider shall be incorporated into and shell amend and supplement the covenants and agreements of this Security instrument as if the iden(s) were a part of this Security instrument. [Check applicable bex(se)]

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BY SIGNING BELOW, Borrowst accepts and agrees to the terms and covariants contained in this Security Instrument and

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and acknowledged the foregoing instrument to be _his/her/thfir . voluntary act and deed.

WITNESS my hand and official agel arized the day and year in this certificate above written.

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TO TRUSTEE:

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REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Sold note or notes, together with all other indetachees secured by this Dead of Trust, have been paid in its. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered haveby, and to moonway, without wananty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereio. मेर्ट बही

STATE OF OREGON: COUNTY OF KLAMATH: 85.

Filed for record at request of Amerititle	
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of <u>December</u> A.D., 19 96 at <u>3:18</u> o'clock <u>P.M.</u> , and duly recorded in Vol. <u>M95</u> of <u>Mortgages</u> on Page <u>38365</u>	¥
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