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instrument. All of the foregoing is referred to in this Security Instrument as the "Property."	note dated the same date as this Se paid earlier, due and payable on	antiary 1st, 2027 ant of the debt evidence of the debt evidence of the content of	ed by the Note, with inte with interest, advanced unower's covenants and again and conveys to Trustee, in C. ACCORDING TO THE F. KLAWATH COUNTY. ACCORDING TO THE F. KLAWATH COUNTY. I A SUBJECT TO THE SECOND TO	This Security Instrument rest, and all renewals, extensions and older paragraph 7 to protect the security sements under this Security Instrument in trust, with power of sale, the following punity. Oregon ORESON. ORESON. THEREOF ON THEREOF ON THE SECURITY OF THE SECUR
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BORROWER COVENANTS that Borrower is lawfully saised 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 defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defending and the property against all claims and defending the property against all claims and defending the property against all claims and defending the property against a property again

THIS SECURITY INSTRUMENT como nes uniform co-enants 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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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Frepay nent and Late Courges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any projection and late Courges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any project plants and late Courges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law of a written waiver by Conder, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may and monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may any infinitely over this Security Insurance premiums; (d) yearly fits of insurance premiums, if any; (e) yearly mortage insurance premiums, if any; and (f) yearly 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 lems." Londer may, at any time, collect and hold Funds in an amount not to exceed the federal Real Estate Settlement amount a lender for a federally related mortgage loan may require for Borrower's escrow account undor the federal Real Estate Settlement and the lender for a federally related mortgage loan may require for Borrower's escrow account undor the federal Real Estate Settlement and the lender for a federally related mortgage loan may require for Borrower's escrow account undor the federal Real Estate Settlement and poid Funds in an amount not to exceed the lesser amount. Lender may estimate 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 sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser am

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 vorifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law pormits Lender to hake such a charge. However, Lender may require Borrower to pay a gone-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 on earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to 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 or earnings on the Funds are pledged as additional security for all sums secured by this Security Instrument. 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 if the Funds held by Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make the deficiency. Borrower shall make up the deficiency in no more than twelve monthly paymonts, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless

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

4. Charges; Liens. Borrower shall pay all tixes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lease hold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that mann it. 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 promptly over this Security Instrument unless Borrower: (a) agrees in writing to the 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's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subcridinating the lien to this Security Instrument. If Lender determines that any part of the holder of the lien are agreement satisfactory to Lender subcridinating the lien to this Security Instrument. Londer may give Borrower a notice identifying the lien. Source of the giving of notice.

5. Hazard or Property Insurance. Forrow of shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term. Sextended covers jet and any other hazards, including floods or flooding, for which Lender requires. This insurance shall be maintain ad in the amounts and for the periods that Lender requires. The insurance carrier providing requires insurance. This insurance shall be maintain ad in the amounts and for the periods that Lender requires. The insurance carrier providing to option. Lender shall be chosen by Borrower subject to Lender's option, obtain coverage to

promptly by Borrower.

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

Unless Lender and Borrower otherwise agres in writing, any application of proceeds to principal shall not extend or postpone the due date.

Unless Lender and Borrower otherwise agres 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.

pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and occupy, establish, and use 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 agrees in writing, which consent shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower 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 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 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 Eventy Instrument or Lender's security Interest. Borrower shall also be in default if Borrower, during the loan application process, gave by this Security Instrument or Lender's security interest. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to residence. If this Security Instrument is on a least shall not m

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 fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority 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 over this Security Instrument, amounts disbursed by Lender under this paragraph 7 shall become additional cebt of Borrower secured by this Security Instrument.

Any amounts disbursed by Lender under this paragraph 7 shall become additional cebt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of paymont, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting paymont.

8. Mortgace Insurance. If Lender required mortgace insurance as a condition of rnaking the loan secured by this Security Instrument.

and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 me intain the mortgage insurance in effect. If it, for any reason, the mortgage insurance coverage cubstantially equivalent to the provided by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage is not available. Borrower shall from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower when the insurance pay to Lender each month a sum equal to one tyelfth 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 rotain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required; it is the option of a ender, if mortgage insurance coverage (in the amount and for the period that Less reserve payments may no longer be required; it is the option of a ender, if mortgage insurance coverage insurance ends in accordance requires) provided by an insurer approved by Lender as a host reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applied by law.

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9. Inspection. Lender or its agent may make a asonable entries a pon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying feasor able cause for the inspection of the property. It is proceeded any save digordal to the inspection of the property in the proceeded of any save digordal to the property in the property of the property in the event of a total taking of the Property, the proceeded shall be pupilled to the times secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, in the amount of the sums secured by the Security Instrument immediately before the taking is equal to or greater it another the amount of the sums secured by this Security Instrument immediately before the taking of the Property in the proceeds multiplied by the following fraction. (a) it is total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking in less Borrower and Lender otherwise agree in writing, Any balance chall-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 at the test and the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, differ notice by Lender to Borrower, that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days at in the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or reput of the Property or to the 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 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 successor 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

demand made by the driginal Borrower of porrower is successors in interest. Any porcearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Listility; 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 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 of to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by £1 3 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 Borrovier. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 mathod. 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 data of this Security Instrument. However, this option shall not be exercised by 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 fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. 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 pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing reinstatement, before sale of the Property pursuant to any power of sale contained in this Security Instrument, Those conditions are that Ecrower: (a) pays Lander 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. The Note or a particl interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A cale 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.

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, lawsuft 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 formaldely de, 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 is late to heath, safety or environmental protection.

NON-I INIFORM COVENANTS. Borrower and i ender further covenant and agree as follows:

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 Dorrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrumer. It (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 in turners and sale of the Property. The notice shall further inform Borrower of the right to rolated a 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 medies permits it by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this argument 21, including, but not limited to reasonable attorneys' fees and costs of this evidence.

diotti est folk haz If Lender invokes the power of sale, Lent I shall execute I causs Trustee to a secute a written notice of the occurrence of an event of default and of Lender's election to caus the Property is seed and shall cause such notice to be recorded in each county in which any part of the Property is located. Lent is or Trustee in If give motice of sale in the manner prescribed by applicable law to Borrower, and to other persons prescribed by a plicable law. It is the time (equired) by applicable law, Trustee, without demand on Borrower, shall be if the Property in public and in the indicate it is bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in unyorder Trustee determines. Trustee hay positione sale of all or any parcel of the Property by public announcement at the time in diplace of any previously achorated as let. Lender of its designee may purchase the notice of sale in one or incre parcete and in it yorder Trustes a determines. Trustee may postpone sale or all or any parcer or me Property by public announcement at the time in diplace of any previously schooling the increase the Property without any sale.

Trustee shall deliver to the purchase Trustee's deed contraying the Property without any covenant or warranty, expressed or implied. The rechals in the Trustee's deed shall be prima facile to kence 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 illimited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this St suity instrument, and (c) any excess to the person or persons legally entitled to it. 22. 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. Trustee shall reconvey the Property without warranty and Lender shall charge Borrover a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs. persons snall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Properly, the successor trustee shall successor trustee 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 van appellate count 25. Riders to this Security Instrument. The one or more rid is 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 agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Andre Sellen Library . It is not consider a transfer that he was the consideration of the con n vel est one roge to address manner that the crops one that the ด้วยสะหรือเห hiner fitter educated BY SIGNING BELOW; Borrower adcept, and agrees to the terms and covenents contained in this Security Instrument and neterms'and coverients contained in this security instrument and the security instrume in any rider(s) executed by Borrower and recorded with its and the conded with its and the condensation in the condensation is a condensation of the condensation in the condensation is a condensation of the condensation in the suit til fi militere att in ti mility fob x Draw & Ol Hant at the one said. SEAN This O. DONNEL Like at the a wal like it the reconstituted to the strain of the s The property of the property o aid. of between a fill income attended to the control of The property o and to the first or and in the spend of the control 19<u>961</u>, personally appeared the above named STATE CS OREGON,

DESCHUTES County'ss:

On this 11 day of DECEMBER

SEAN E. O'DOWNELL and MAXINE 1. O'DOWNELL hade district breed from a and acknowledged the foregoing instrument to be www. 'Cheir' _ voluntary act and deed. WITNESS my hand and official seal artitled the day and year in this certificate above written. or any system to the fact that the constituent of t OFFICIAL SEAL

OFFICI 97/11 | Autorities of the Control of nation of the paner and in bo TO TRUSTEE:

The undersigned is the holder of the not sor notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full.) You are hereby directed to cancel said note or notes and this Deed of Trust, which are delive ed hereby, and to reconvey, without warrancy, all the estate now held by you under this Deed of Trust to the person of person is person at the reconvey. The person of person is person at the person of person of the person of person at the person of person at the person of person of the person of the person of person of the person

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Mali reconveyance to

Loan #01-289-670011-6

1-4 FAMILY RIDER **Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this	9th, day of Dece	ano ar	, 1996 , and is i	ncorporated into and shall
be deemed to amend and supplement the	Mortgage, Dead of	Note to Security Di	TON MUTUAL BANK	, a Washington
Corporation	(the "Lander") of the	same date and c	overing the Property	described in the Security
Instrument and located at:				
11875 BURLWOOD DRIVE, LAPIN	3, OR 97739	nty A (dress)		

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:

- A. 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, 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 building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in building materials, appliances, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, connection with the Property, including, purposes, including the parameters and cuttain rods, attached mirrors, or binets, panelling and attached floor coverings now or hereafter attached to the Property, all shades, curtains and curtain rods, attached mirrors, or binets, panelling and to be and remain a part of the Property covered by the Security which including replacements and additions there to, shall be deemed to be and remain a part of the Property covered by the Security shades, curtains and curtain rods, attached mirrors, cacinets, paneling and attached floor coverings now or referent attached to the Property 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 Pilder and the Security Instrument as the *Property.*
- 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 vir itten permission.
- D. RENT LOSS INSURANCE. Borrowar shall maintain insurance against rent loss in addition to the other hazards for which insurance is equired by Uniform Covenant 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 after default. Borrower shall assign to Lender all leases of 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.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ('Rents') of the Property, regardless of to whom the Rents of the Property are payable.

 Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of

Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender, shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covercest 7.

to Uniform Covenant 7

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or victor any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

L CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender lyss an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mas/Fr addie Mac Uniform Instrument

Mapre L. O'Donnell MAXINE L. O'DONNELL STATE OF OREGON,

Klamath County Title

in Vol. N96 of Mortgages Page 38714

__ day of December A.D., 1996

County Clerk

when

o'clock P.M. and duly recorded

Mass

Deputy.

County of Klamath

Filed for record at request of:

After recording, mail to: WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111

Bernetha G. Letsch

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\$30.00 Fee.

on this 12th