Until a change is request at all tax statements shall be sent to the following address.

29909

WHEN RECORDED MAIL TO BOUTHERN PACIFIC FUNDING CORPORATION 5800 INDIANA AVENUE, \$110 RIVERSIDE, CA 92506

LOAN #: 0303308016 ACCOUNT NUMBER TAX ACCOUNT NUMBER

MC ZIABLOMS DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 6, 1996. The grantor is JESSE SLATON AND JODY JEAN SLATON, AS TEMANTS BY THE ENTITETY

The inistee is FIRST AMERICAN TITLE

("Borrower").

("Trustee").

("Lender").

[Street, City],

The beneficiary is SOUTHERN PACIFIC FUNDING CORPORATION, A CALIFORNIA CORPORATION

which is organized and

L 13 A1 41 Vol 796 Page 38788

existing under the laws of THE STATE OF CALIFORNIA and whose address is 6800 INDIANA AVE., #110, RIVERSIDE, CA 92506

Borrower owes Lender the principal sum of FORTY SEVEN TROUSAND FIVE EURDRED AND MO/100\*\*\*\*\*\*\*\*\* Dollars (U.S. \$47,500.00). This debt is evid inced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the ful debt, if not paid earlier, due and payable on JANUARY 1, 2027. 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 ther sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performanc : 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 in TLANTER

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

AP #: 4011-02700-00701/-00801

which has the address of 18005 POPE HOAD, MERRILL

Oregon 97633 ("Propert Address"); [Zip Code]

OREGON- Single Family -FNMA/FHLMC UNIFORM INE TRUMENT VMP-6R(OR) (9603) Ferm 3038 9/90 Amended 5/9 ORVDEED 610 Pa

z5'

Page 1 of 5

Initials:



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 Ir strument as the Property.

TOGETHER WITH all the improvements now or hereafter accied on the property, and all casements, appurtenances, and

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby or nveyed and has the right to grant and convey the Property and that the Property is unencumbere 1, except for encumbrances of record Borrower warrants and will defend generally

the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Nou and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Sc curity Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insuran copremiums; (d) yearly flood insurance premiums, if any; (c) 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 ps/ment 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. Section 2601 et seq. ("RESPA"), unless anothe 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 cebit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security In trument.

If the Funds held by Lender exceed the anyounts 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. 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.

3. Application of Payments. Unless appli able law provides otherwise, all payments received by Lender under paragraphs I 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if net paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner a ceptable 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 d termines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Berrower 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 fails 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.

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. Lender may make proof of loss if not made proniptly 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 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 Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the i isurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the F roperty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

OREGON-Single Family -FNMA/FIILMC UNIFORM INSTRUMENT VMP-5R(OR) (9603) Form 3038 9/90 Amended 5/91 ORVDEED

Pije 2 of 5

Initials:

## 38790

LORE #: 0303308016 Unless Lender and Borrower otherwise ages 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 : 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.

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 occup) 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 externating circumstances exist which are beyond Borrower's control. Borrower shall not be unreasonably withheld, or unless externating 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 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 a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold ard the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrover fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 shill 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.

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 cases 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 mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance premium being paid by Borrow er when the insurance coverage lapsed or cased 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, 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 resp c nd 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.

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 it 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 grant of by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrow or or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refus sto extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any denund made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or medy 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 sr \_\_\_\_\_\_\_. Stors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements \_\_\_\_\_\_\_. It is joint and several. Any Borrower who ca-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mo trage; grant and convey that Borrower's interest in the Property

OREGON- Single Family -FNMA/FHLMC UNIFORM INST (UMENT VMP-GR(OR) (9603) Form 3038 9/90 Amended 5/91 OR VDEED

Page 3 cf 5





under the terms of this Security Instrument; (1) is not personal cobligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrowst may agree to by tend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that a forrower'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 Forrower which c sceeded 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 provuled 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 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 Borrt wer 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 Lerder 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 mailed 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.

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. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notics 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 Lean 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 any one else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two ser tences 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

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 formaldehyd 2, 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 foll of all sums secured by this Security instrument with out 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. If Lender invokes the power of sale, Lender shall execute or cluse Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to c: use 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 natice of sale in the manner prescribed

OREGON- Single Family FNMA/FHLMC UNIFORM INSTRUMENT VMP-6R(OR) (9603) Form 3038 9/90 Amended 5/91 ORVDEED

Page 4 of 5

Initials:

LOAN \$: 0303308016

38792

by applicable law to Borrower and to other persons prescribed by applicable law. As ter the time required by applicable law, Trustee, without demand on Borrower, shall self the Property to public auction to the highest bidder at the time and place and under the terms designated in the notice of sile 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 and uncement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

sale. Lender or its designee may purchase the 1 roperty at any sale. Trustee shall deliver to the purchaser Truste e's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facic 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, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons

legally entitled to it.
22. Reconveyance. Upon payment of all sum: 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.
Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.
Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.
Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.

or persons shall pay any recordation costs. **23. Substitute Trustee.** Lender may, from tir is 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 hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon hereunder. Without conveyance of the Property and the successor trustee shall succeed to all the title, power and duties conferred upon hereunder. Without conveyance of the Property and the successor trustee shall succeed to all the title, power and duties conferred upon hereunder. Without conveyance of the Property and the successor trustee shall succeed to all the title.

Trustee herein and by applicable law. 24. Attorneys' Rees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

awarded by an appellate court. 25. Riders to this Security Instrument. 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 agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

and agreements of this Sectify institution as a data and a section of the section

2		Graduated	Pa	me	ent R	ider
	S	Graduater	e oraș,			1.0
		Balloon R	idei	5		3
è		V.A. Rid	7	133		
2						
Ż					1170	

Witnesses:

Condominum Ruca Planned Uni Development Rider Rate Improvement Rider Other(s) [sp cify] 1-4 Family Rider
Biweekly Payment Rider
Second Home Rider

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 recordial with it.

thei

Page 5 of 5

SLATON

STATE OF OREGON, Klamath On this 9th day of December, 1996

Jesse Slaton and Jody Jean Slaton

and acknowledged the foregoing instrumen. o be

My Commission Expires: 12-20-98 (Official Seal)

VMP-6R(OR) (9603) Form 3038 9/90 Amended 5/91

OREGON-Single Family -FINMA/FHLMC UNIFOR M INSTRUMENT

County 85: personally appeared the above named

JIAN SLATON

rood

funtary act and deed. Before me Notary Public for

OFRICIAL SEAL MARJORIE A. STUART NOTARY PUBLIC-OREGO COMMISSION NO. 04023 RVDEED USSION EXPIRES DEC.

EXHIBIT "A" LEGAL DES CRIPTION

A parcel of land situated in the S1/2 N1/2 of Section 27, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the W1/4 corner of said section 27; thence North 00 degrees 06' 04" East, along the West line of said Section 27, 1321.35 feet to the North line of the S1/2 N1/2 of said Section 27; thence South 89 d agrees 49' 13" East, along said North line 2266.50 feet; thence South 48 degrees 06' 22' W st 348.50 feet; thence South 66 degrees 58' 05" West 357.11 feet; thence South 37 degrees 19' 50" West 361.16 feet; thence South 27 degrees 34' 00" West 740.75 feet to the South line of the S1/2 N1/2 of said Section 27; thence North 89 degrees 53' 51" West 1118.94 feet to 1 ae point of beginning, with bearings based on Survey No. 3358, as recorded in the office of the Klamath County Surveyor.

STATE OF OREGON: COUNTY OF KLAMATH:

f	for record at requ December	未清空不足((1)) 形态((分析))	30.8	1997 - <b>The Print</b>	ULIOLA	<u>a.</u> w.,	and duly re	corded in	vui. <u> </u>	
	品種利用目給目許	e to officer and the second of		on Page <u>38788</u> Bernetha G. Letsch County Clerk By Katua			이 옷을 모두 가지 않는 것 같아요. 이 나라 가슴에			
				轉的時時間	Bernetha	G. Le	tscn to	Hun	Road	
BE	\$35.00			<b>建生活结验</b>	By L	<u>1944 59 3</u> 3054 5 3 2	/1 mas	aure .	11000-	
		利用の認定的情報	後は影		1 報告 國語法					
		力に含まれ	優計激し		1441 我很好	間部				4月日日 小田市 18月
		日本語語	31裏	教育的编辑:	就長海拔力		国主 报			
									을 하 않는지?	
				建立规制	目的主要的	超胡		영상 전 1 전 전 전 1	hatter ( 2.2	
	目的目标通行	111 문화학을	調査部		國行動感望					
	·第4月1日 持	이는 눈옷 물감 날	2 P 2			間損				
			增計量:					김정홍 -		
			夏日南日		國行業問題	個創				
派组		14-1-2-2-1-	资日 <u>家</u> 日		123-2613	時間			전 다. 전 도 있다. 역 전 전 대 전 다	
		이 아이지?		<b>我</b> 這些的說。	的影响					
		化乙基苯基		14、日本に					이 같은 것을 알고 같은 것을 말 알고	
		目的社会和考虑					11.316.235			
								철물물		
			國和黨	11.15 化规定	核約約12		【建宅教授師			
		김 사람이 같아.	治日常	Reserves.					経営認知を	
92 (S) 51 (S)					許利和觀測		14月21日1月	이라 관계에서 18 1913년 1913년 1913		
					相對意用這				計算 经财务股	
			會計制	12.348	報告報用示				엄마, 말말 말 말 말 말 봐.	
		이 같은 것이 같다.			目前建設定		· · · · · · · · · · · · · · · · · · ·			
			意情意	载法范围	1. 新日常编号					
観察			資料意と			國對				
	유럽에는 같은 12	相当的法律			提供多限点			過當然日		
		이외관공관공국		林治学 過到	目的目前		目を認知能			
然街		対応の変更す		12. 公式版	131、夏四日	推制				
				U			國新科学	に転送し		
接出			調整額目	NE	1422月秋国际	経営部			雪白红白花白	