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KLAMATH FIRST FEDERAL SAVINGS & LOIN ASSOCIATION WHEN RECORDED MAIL TO 2943 SOUTH SIXTH STREET

KLAMATH FILLS, OR 97603

36

010-04-44164 ACCOUNT NUMBER

3909-14CA-11900 TAX ACCOUNT NUMBER

ATE CID 4500)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instalment") is made on DECEMBER 27, 1996 . The grantor is STEPHEN F COOK

("Berrower"). The trustee is WILLIAM L. SISEMORE

KLAMATH FIRST FEDERAL SAVINGS AND LCAN ASSOCIATION ("Trustee"). The beneficiary is

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose SHASTA BRANCH, 2943 SCUTH SIXTH ETREET, KLAMATH FALLS, OR 97603 address is

SEVENTY TWO THOUSAND NINE HUNDRED AND NO/100

72,900.00 Dollars (U.S. \$

("Lender"). Borrower owes Lender the principal sum of

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This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not peid 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,

the security instrument security instrument, and (c) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances").

FUTURE ADVANCES. Upon request to Borrower, Lender, at Lenders's option prior to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes staring that said notes are secured hereby. For this purpose, Borrower irrevocably grants and conveys to Trustee, in 11 1st, with power of sale, the following described property located in KLAMATH County, Oregon:

LOT 18, BLOCK 10, TRACT NO. 1064, FIRST ADDITION TO CATEWOOD, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

TAX ACCOUNT #3909-14CA-11900 KEY#573524

which has the address of 5453 GLENWOOD DRIVE, KLAMATH FALLS 97603 Oregon [Zip Cod] ("Property Address");

[Street, City],

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and

convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly lazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums; if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of interest premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the meximum amount a lender for a federally related

OREGON-Single Family

R-8285002 (9610)

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1015 ELECTRONIC LASER FORMS, INC. - (800)327-0545 Form 3038-9/90 Initials: 🗲

mortgage loan may require for Borrover's iscrow account inder the federal Real Estato Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 et seq amount. If so, Lender may, at any time, colle 1 and hold Funk s in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of currint data and rectionable estimates of expenditures of future Escrow Items or otherwise

The Funds shall be held in an institution whose deposite are insured by a fed arel 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, if Lender is such an institution) or in any rederat rouge Loan paint. Lender shan apply the runes to pay the estrow 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. Escrow items, unless Lender pays borrowca interest on the runus and applicable law periods Lender to meas such a charge. However, Lender may require Borrowcr to pay a one-time charge for an independent real estate tax reporting service used by However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing creates and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for not sufficient to pay the Escrow Items when due, Lender may constitude to not 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 notwer in writing.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 3. Application of rayments. Oness applicable law provides otherwise, an payments received by Lenuer inder paragraphs 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 leachold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay 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, Borrover shall prompily furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this Security

Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the structure 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 shell 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 coverige 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 promptly by Borrower.

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 promptly by Borrower. Unless Lender and Borrower otherwise agres 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 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 given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the

21 the Property is acquired by Lender, Borrowe.'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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrover's interest in the Property or other material impairment of the lien created by this Security Instrument or Lenda:'s security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property at a principal resid nee. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

not merge unless Lender agrees to the merger in whing. 7. Protection of Lender's Rights in the Proparty. 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, 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 naving any sums secured by a lien which has privity over this Scourity Instrument's pnearing in court, maying reasonable for whatever is necessary to protect the value of the "roperty and Lenger's fights in the property. Lenger's actions may include paying any sums secured by a lien which has prio ity over this Socurity Instrument, eppearing 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



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Any anounts disbursed by Lender under this paragrant 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender is gree to other it ms of payment, these aniounts shall bear interest from the date of disbursement at the Note rate and shall be pirable, with interist, upon notice from Lender to Borrower requesting payment. 7a. Hazard Insurance Warning, Unless you, (the 'Borrower') provide us, (the 'Lender') with evidence of insurance coverage as required by our contract or Iccn agreement, Under may purchase insurance at Borrower's expense to protect the coverage the Lender purchased may not pay any claim Borrower makes or any claim made against the Borrower. Borrower may later cancel this coverage by providing evider ce that Borrower has obtained property coverage elsewhere.

Coverage the Lender purchased may not pay any claim Borrower makes or any claim made against the Borrower. Borrower may later cancel this coverage by providing evider ce that Borrower has obtained property coverage elsewhere.
The Borrower is responsible for cost of any insurance purchased by Lender. The cost of this insurance may be added to your apply to this added amount. Effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the Borrower's prior coverage la

wer failed to provide proof of coverage. The coverage Lender purchases may be considerably more expensive than insurance the Borrower can obtain on Borrower's own and may not satisfy the need for property damage coverage or other mandatory liability insurance requirements imposed by

applicable law. S. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to the mortgage insurance coverage required by Lender lapses or ceases to be in effect. at a cost substantially equivalent to the cost mortgage insurance coverage required by Lettuer lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the work mortgage insurance previously in effect, from the insurance coverage lapsed or ceased to be in effect. equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortwage insurance in effect, or to provide a loss reserve until the requirement for mortgage insurance and in 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 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Recover notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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 used to London.

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. Any balance shall be prove the taking is less than the amount of the sums secured immediately before the taking. Borrower is supplicable law otherwise provides, the proceeds shall be applied to the sums 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 usen due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due authorized to collect and apply the proceeds, at its option, either to restoration or repair or 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 proceeds to any successor in interest of Borrower shall not

amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security instrument shan bind and bencht the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend modify forbear or 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.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

If a return reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address or any stated berein or any other address Lender designates by notice to Borrower. Any notice movided for in this Security Instrument.

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 foderal law and the law of the conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be severable.

severable. 16. Borrower's Copy. Borrower shall be given a 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 opt on, require im a sdinte payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument

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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 deliver all or mailed within which Borrower must pay all sums secured by this Security Instrument without further notice of demand on Borrower. 18. Borrower's Right to Reinstate. If Borrower meets cert in conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the artier 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, 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 chorcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such raction as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower's obligation to pay the sums secured by this Security Instrument 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. paragraph 17

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. The Note or a parnal interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information of the notice of the contain and the address to which namening should be made. The notice will also contain any other information 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 Propert

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

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, lerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable any covenant or agreement in this Security Instrument (out not prior to acceleration under paragraph 1/ unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrover and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrover, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order

Trustee determines. Trustee may postpone sale of all or any percel of the Property by public announcement at the time and

Prosee determines. Trustee may postpone sate of an or any percent of the Property by puone announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, 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 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 for a fee of not less than \$5.00 to the person or persons legally entitled to it. Such person or persons shall 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 Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' 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. [Check applicable box(cs)]

Ì		Adjustable Rate Rider	1	Condominium Rider 1-4 Family Rider	
				Planned Unit Development Rider Biweekly Payment Rider	ſ
				Rate Improven ent Rider Second Home Rider	
1	<u>ب</u>	VA Rider	يلد ۽	Other(s) [speci y]	

"UNDER OREGON LAW, MOST AGREEMENTE; PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOPINS AND OTHER CREDIT EXTENSION WHICH ARE NOT FOR PERSONAL, FAMILY, OR FOUSEHOLD FURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WEITING, EXTRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

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Form 3038 9/90 Initiale

BY SIGNING B	ELOW. Borrower accent	The access to the	erms and covenants contained in this Sect	40139
any rider(s) executed I Witnesses:	y Borrower and recorder.	with it.	STEPHEN PCOR	Seal)
				(Seal) -Borrower
		(Seal) -Borrower		(Seal) -Borrower
STEPHEN	h 7 ^Δ day of T F Cook u to be 44		A M A TOT County ss:	ared the above named and acknowledged
My Commission Expire (Official Seal)			Before me:	
NUT NUT	DFFICIAL SEAL TH L. CALDWELL HY PUBLIC - GREGON MIS SION NO. 044462 EXPIRES AUG. 31, 1999 MID BOOTED - 2011	Ì	Accoling to Con Notary Public for Oregon	ldweell
STATE OF OREGON : COU	NTY OF KLAMATH:			
Filed for record at request of	<u>Aspen</u> A.D., 19 <u>96</u> at of <u>Mortgages</u>	Title & Escr 3:07 o'c	owthe27th lockOM, and duly recorded in Vol on Page40135	day
÷EE \$30.00			Bernetha G. Letsch, Coun by	
「ふきのみなたらたくとうだいが、と思いいのがかかった」。	같았다. 영상에서 지난 것은 것은 것은 것은 것은 것이 없어?	- 福祉学校 - 新聞	고향·威陵(梁字))(18년) (2004년 40년 20년 50년 50년 50년 50년 50년 50년 50년 50년 50년 5	
-B285002 (9810)		Page 5 of 5		Form 3038 9/90