32094

AFTER RECORDING MAIL TO: HT INC THILL 97.1 UAN 30 "P3:31

Vol. M97 Page: 2840

SOUTH VALLEY BANK & TRUST

PO Box 5210

KLAMATHUFALLS; OR et 97.601 phone obtain coverage to protect Lands of shorts in the Property in accordance with So the zerol or Browning to the particles of the particles of the property methods are the particles of the

to a fear which may attain primary over this Security instrument. Learns may glab Beardonic a military which may attain primary over this Security instrument. Learns and glab Beardonic a military which may attain the fear or take one or meDEED's OL mLURIZ Labove, within the first one or meDEED's OL mLURIZ Labove, within the first one or meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the first one of meDEED's OL mLURIZ Labove, within the medical medica THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 29 116 11997 . The grantor is added in mighal to the backet of the policy security instrument of the policy ledge because which is added to the backet of the policy ledge because which is added to the backet of the option of the policy ledge because which

Borrower shall promotly discharge any lien which has priority over this Security hashed, any have in bor-

The trustee is AMERITITLE 1996 he August 199 The beneficiary is SOUTH VALLEY BANK & TRUST existing under the laws of AN OREGON BANKING CORPORATION IS PO Box 5210, KLAMATH FALLS, OR 97601

("Borrower"). ("Trustee"). which is organized and , and whose address

Borrower's note dated the come dated evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2012 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in the security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in the following described property located in K1 amath

embre than to give monthly payments, at Lendor's sole discretion Description of the second part of the continuous and the continuous an

If the Funds held by Lender exceed the amounte permitted to be held by applicable law, carden shall account to Funds are plactigual as additional security for all sums secured by this Security instrument. Funds, showing credus and debits to the Funds and the purpose for Which each debit to the Funds Was made. The provides otherwish. Unless an agreement is made or amplicationaw requires interest to be paid, Lender sinci hat be required to pay Bornover my interest or extensity on the Funde. Bornower and Lender may agast in white; however, that interest chall be paid on the Funds. Lender shall give to Bornower, without chalge, an almost expending of the Funds and interest phall be paid on the Funds. Lender shall give to Bornower, without chalge, an almost expensive many from Funds, discount cracks and families to the Funds and the funds. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentably, charactly the Funds shall apply the Funds to finduding Lender, it Lender shall apply the Funds to pay the Escrow heart. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow heart. Lender may be not be a characteristic less escrow account, or verifying the Escrow heart, unless Lender pays Borrower interest on the Funds and applicable less permits Lender to make such a charge, riowever, Londer may require Eorrower to pay a characteristic less permits Lender to make such a charge, riowever, Londer may require Eorrower to pay a characteristic less applicable less increased by Lender is consection with this toan, rittees applicable less provides of the paid. Lender sincilitative provides of the pays.

due on the basis of can she data and reasonable estimates of expenditures of future Escretzing or exherels a in good et seq. (RESEA), unless another law that applies to the Funds sets a losser amount. If no Londer cary at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may estimate the administration of Funds and the collect and hold Funds in an amount of Funds and the collect and hold Funds in an amount of Funds and the collect and hold Funds in an amount of Funds and the collect and hold Funds in an amount of Funds and the collect and hold Funds in a second collect and hold Funds in an amount of Funds and the collect and hold Funds in a second collect and hold Funds in an amount of Funds and Inc. account under the foderal Roal Estate Settlement Procedures Act of 1974 as senerated from time to time. Te dies of

to exceed the maximum aluchus a condition of a recognition of the condition of the conditio Berrower to Lander, in accordance with the pignessins of paragraph to the paymoni [CitA] of spars the arms

Oregon of the ORIC 97601 may "("Property Address"), had a manual of the manual fill the light of the property and all easements.

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 coverigns for national use and non-out the organism with OREGON-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTOR//0792/3038(9-90)-L

PAGE 1 OF 6

FOWN MO 1990 FORM 3038 9/90

LOAN NO. 590011

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:

- the principal of 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 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 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, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

SOUTH WALLEY BANK & TRUST

OREGON-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENTS 3 13 ISC/CMDTOR//0792/3038(9-90)-L PAGE 2 OF 6

FORM 3038 9/90

OREGON SINGLE FAMILY - FAMA/FALMO UNIFORM WSTRUMENT 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.

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 Insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

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

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

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, mortgage insurer approved by Lender. It substantially 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 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 was such access paid to Bottower to the country of a feet of the of the Frapany, the processids about he applied to the sources acres on this torn

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree sin writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by in writing, the sums secured by this Security Instrument shall be reduced by the fair 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 market value of the Property immediately before the taking is less than the partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or 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. 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 falls 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.

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or payments. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of porrower snail not operate to release the hability of the original porrower of porrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who provisions of paragraph 17. Domower's coveriants 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 co-signs this security menument but does not execute the Property under the terms of this Security Instrument; (b) is mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower 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. All anarchines posicies and renomals shall be acceptable to bender and shall a charte a consistence on higher despreaders that shall be strictly the fight of help the posicions and renawals. Planner requires, Somewhat he improve the higher received in the seam of local beneath the part of the problem. A temented bennings by the permits the infinite minimization to include of the problem.

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

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

be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

er of the sele, including, but not ittalied to, reasonable trumer's find altomays free wananiy, extrespect or implied. The redible in the Trestee's deed shall be plying facts extrospects

OREGON-SINGLE FAMILY-FUMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTOR//0792/3038(9-90)-L

FORM 3038 9/90

PAGE 5 OF 6

LOAN NO. 590011

the statements made therein. Trusteenses of the sale, including, but secured by this Sacurity Instrument to reconvey the Property and shall support to reconvey the Property and shall support to Trustee. Trusteenses of persons legally entitled to it. Such 23. Substitute Trustee. Lender Trustee appointed hereunder. Without	chaser Trustee's deed conveying the Property without any covenant or he recitals in the Trustee's deed shall be prima facie evidence of the truth of stee shall apply the proceeds of the sale in the following order: (a) to all at not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums it; and (c) any excess to the person or persons legally entitled to it. ment of all sums secured by this Security Instrument, Lender shall request Trustee urrender this Security Instrument and all notes evidencing debt secured by this stee shall reconvey the Property without warranty and without charge to the person it person or persons shall pay any recordation costs. The property is a successor trustee to any ut conveyance of the Property; the successor trustee shall succeed to all the title, ustee herein and by applicable law.
24. Attorneys' Fees. As used I attorneys' fees awarded by an appel	In this Security instrument and in the Note "attorneys' fees" shall include any
25. Riders to this Security Inst	tumeni 2 dagamma MA yang agan dagan daga kasagan na bara da
agreements of each such rider shall agreements of this Security Instrume	y Borrower and recorded together with this Security Instrument, the covenants and be incorporated into and shall amend and supplement the covenants and ent as if the rider(s) were a part of this Security Instrument. [Check applicable
Adjustable Rate Rider	Blweekly Payment Rider
CHES IN VIEW CALL STREET STREET IS SEEN TO SEE	Second Home Rider
BY SIGNING BELOW, Borrower	accepts and agrees to the terms and covenants contained in this Security
Witnesses:	Red by Borrower and recorded with it: 0.501 to see each a manage parameter.
NOR LINEOUS COVENANTS. E	Zorrawer and Lander lustingr coveriant and agree as follows
inus qualque sylvises que problem la jace	(Seei)
As used in this pategraph 20, "Hi substances by Environmental Cavrar pertraining products, toxic pertrainers and rediscretas, substant. To use to	and herbiotics, volstiances(g)solipe; listespane, crass the section (a) recover— and herbiotics, volstia somblis resippini/will atdeatg veloped + or the cole. ⊩eucomet
regulatory authority, that any remova necessary, Borrower shall momothy i	THE DE MUCHES LANGER PATRICIA A RAIMANN
any governineral or regulatory ager Environmental Law of vyhon Buscows	rder welten agrick of any <u>hybraters er de transporters Segradate an</u> (Seat) roy or private pady traciving the Property and any Heavardous Segradate and Heas actual knowledge, if Borrower Isarns, or is natived by any government in the Hor other remodistion of any Haramous Bulsanava after any the Few second
po approblemento reminer residential	uses and to maintenance of the Property - sources.
	ion of any Environmental Law. The presenting two restances state for the system openly of small quantities of Hazdidous Substances each the permitted for a finite or a factor of the contract
or any Hazardous pudatandes un de	orrower shall not cause or pennit the precence, use, disposed, stolet a consequent in the Property. Borrower shall not do not ellow er and a description (Seal)
ning the particle is a property of a propert	Space Bolow This Line For Acknowledgment]
On this 29 day of JOHN KX BAUHANN and PATRIC	And BAUMANN A post of the second part of the second
19. Sale of Hotel Observe of L.	ears may reach their Welluntary act and deed. Strument to be their Welluntary act and deed.
OFFICIAL SEAL	Before me:
LISA LEGGET - WEATH NOTARY PUBLIC - ORE COMMISSION NO DAY	HERBY SIGNAL OF SHEET HERBY SIGNAL AND CHART - MUTHER BY SIGNAL OF SHEET
My Completion evolution 17/2/	A Melautivould be due under this Security instrument and inserting, so if no a find a Melautical any other covenants of equenients; (c) pass an expension recorded and a find, but not limited to presonable alternacy reset may be set a set in a more really less the field of this Security Instruments.
- Turz decemb ilielendouë de (6) seilà	ACLS MAGINERI SHATCHE ITTERSHIELEN FERFEREN FERFEREN FERFEREN FELFEREN FERFEREN F
encocement of this Security matron as applicable tay may specify for rei	tate. If Borrows' meets contain sonditions, Borrower state for a lite of the to have obtained from the liter of the earlier of the 5 days (or teach other osting institution) before sale of the Property pursuant to any power of rely constrained in

OREGON-SINGLE FAMILY-FHMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTOR//0792/3038(9-90)-L PAGE 6 OF 6

FORM 3038 9/90

TOYMHO PARKET

STATE OF OREGON,	지금 하고 있다면 환경 환경하는 하는 것이 없는 것이 없다.
County of Slumuth	FORM No. 23—ACKNOWLEDGMENT Stevens-Ness Law Publishing Co. 1 Portland, OR 97204 © 199
BE IT REMEMBERED, That on the before me, the undersigned, a Notary Pulamed	his 30 th day of AMMANY, 1997,
	lual described in and who executed the within instrument and executed the same freely and voluntarily.
IN	TESTIMONY WHEREOF, I have hereunto set my hand and affixed

AP# BAUMANN

RCCOHOL.\\uae\c

LN# 590011

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTH VALLEY BANK & TRUST, SOUTH VALLEY BANK & TRUST

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

LOT 160 PHASE 2 RUNNING Y , KLAMATH FALLS , OR OR 97601 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described Running Y Resort, Inc. an Oregon Corporation

in (the "Declaration"). The Property is a part of a planned unit development known as Running Y Ranch Resort

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of constant to Lender. Such proceeds shall be applied by Lander is the constant to

payable to Berrower in connection with any condemnation of other tailing of all or only entruly he I called or the convent areas and facilities of the PUD, or for any conveyance in lieu of neverons as a second or the conveyance in lieu of neverons as a second or the conveyance in lieu of neverons as a second or the conveyance in lieu of neverons as a second or the conveyance in lieu of neverons as a second or the conveyance in lieu of never on the conveyance in lieu of never one and the conveyance in lieur or never or never or the conveyance in lieur or never or n MULTISTATE PUD RIDER-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT. Form 3150 9/90 ISC/CRID**//0195/3150(0990)-L Page 1 of 2 Revised 8/91

5019

TMN 200011

	AP# BAUMANN		LN# 590011	
	payable to Borrower in co or the common areas and assigned and shall be pa the Security Instrument as	The proceeds of any award or cla onnection with any condemnation or o I facilities of the PUD, or for any convi id to Lender. Such proceeds shall be opposited in Uniform Covenant 10.	ilm for damages, direct or cons ther taking of all or any part of the eyance in lieu of condemnation, a applied by Lender to the sums s	e Property are hereby ecured by
	written consent, either pa (i) the abandon by law in the case of s condemnation or eminent (ii) any amendm express benefit of Lender (iii) termination of Association; or	ent to any provision of the "Constitu	nsent to: of for abandonment or termination of casualty or in the case of a ment Documents" if the provision mption of self-management of the	n required taking by is for the ne Owners
	maintained by the Owner F. Remedies. If Borthem. Any amounts disb secured by the Security amounts shall bear inter-	s Association unacceptable to Lender. Tower does not pay PUD dues and as ursed by Lender under this paragraph instrument. Unless Borrower and Lender to Borrower requesting payma Lender to Borrower requesting payma.	sessments when due, then Lende F shall become additional debt o der agree to other terms of payn t the Note rate and shall be pa	er may pay f Borrower nent, these
	and 2 of this PUD Rider.	V. Borrower accepts and agrees to the solution of the Dengers easily and agrees to the solution of the Dengers easily the the solution of the Dengers easily the solution of the Dengers easily the solution of the solution o	- <mark>Cebrero A</mark> ntonalitato estat por ang Hain stadi na menterana na mangalita	
	a. Pud obligație	ne. Senere chat (12) (and 12)	James State	Cool)
	golowy pię piącyci SLWWISACO CIRJ	the addition to the JOHN The BANNY		(Seal) -Borrower
	- GINNA OMUNIU DI GUILIAN	ty also lecitales Borovor's interest in the common stee butticle. V. of education of Borrower's interesting of Borrower's interesting of Borrower's interesting of the common steel of the	ZOIMONN	(Seal) -Borrower
		[Namo of Planned Vint De.	รอุปการเรา	(Seal) -Borrower
	Running Y Ranch Ke			
		er Property is a part of a placeed echt	tantaterantas kaum.	(Seal) -Borrower
	The Property Includes, I such parcels and centif	To reach a sweeth of the same of Property Address of land to a parcet of land to a parcet of land to common areas and facilities, as described, an Oregon Corporation.	a mptoveg with a dv. Blog. togate:	
		TO PRESE & RUNNING Y KLAMAT		
	"Lender") of the same di	tle and covering the Property asscribe	on the Secontain and sixt.	entrind att
	and is incorporated in- Security Dated ting Sec	in DEVELIPMENT HIGEB tumble the and the standard and single her desired to amond and the terms done, it is some done, it is 500 ft. VALLEY BANK & TRUS	esphiement die Mengrigo Obrig Syen by mestistorigand (He 18	#121 (1905/2011) #6 1/19 (1985/2011) #6
	MULTISTATE PUD RID ISC/CRID**//0195/318	ER-Single Family-FNMA/FHLMC (00990)-L Page 2 of 2	INIFORM INSTRUMENT Form Re	3150 9/90 evised 8/91
STATE	OF OREGON: COUNTY OF K	LAMATH: ss.		
Filed (for record at request of	Amerititle	the <u>301</u>	
of	January A.D.	1997 at 3:31 o'clock _ Mortgages	P. M., and duly recorded in Vol on Page2840	_ <u>M97</u> .
			Bernetha G. Letsch, Coun	ty Clerk
FEE	\$50.00		by Kathlin Koss	2