12510/001810**3018** Alpiedeniki ninedenini ing Saniheni OREGON-INA 97 FEB 19 AN 40 AFTER RECORDING MAIL TO: SOUTH VALLEY BANK & TRUST PO BOX 15210.

KLAMATH FALLES: ORF 9760 populor operations in process from the representation of the research LOAN NO PRISON TO BE APIC DESCRIPTION TO THE LINE FOR RECORDING DATA CONTROL OF THE PRISON OF THE PRISON OF THE PRISON OF THE LINE FOR RECORDING DATA. to a lien (vnich mets oftalle mousy over this Six DEED "OE" LUNSLEY give Borrovers, nous carried and the contract of the contr

Vol. <u>M91</u> Page: 4882

To a lieu (nilga marvatalle anode) one this 200 be the product of the desire of the product of the grantor is obertHIS DEED OF TRUST, ("Security Instrument") is made on "FERVARY of 1/4", 1997 and The grantor is SAMUELLITIO BENNETT, caloud a functional of the gall in the left of the security of the gall in the left of the security of the gall in the left of the security of the gall in the left of the security of the gall in the left of the security of the gall of the gal

Bortowill shall protein (Adiscrimentary lien which has pricelly appearing Security individual arrays and design ("Borrowe (Trustee")

The trustee is: AMERITITLE BANK, & TRUST, ("Borrowe of the beneficiary is ISOUTH, VALLEY BANK, & TRUST), ("Corporation of the laws of AN OREGON, BANKING CORPORATION ("Lender")

EXECUTE: The laws of AN OREGON, BANKING CORPORATION ("Lender") ("Borrower") ("Trustee"). ("Lender"). is PO Box 5210, KLAMATH FALLS, OR 97601 Borrower owes Lender the principal sum of Thirty Four Thousand Dollars and no/100 ). This debt is

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly 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 March 1, 1999 . This Security payments, with the full debt, if not paid earlier, due and payable on March 1, 1999 . This Security payments, with interest, and all renewals, instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, advanced under paragraph 7 extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 extensions and modifications of the Note; (b) the payment of all other sums. 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 trust, with power of sale, the following described property located in K1 amath

County, Oregon: 10 those had something the sign of Lot 162, RUNNING Y RESORT, PHASE 2, according to the official plat thereof on good labeled the county, Clerk of Klamath County, Oregon.

ACCOUNT NO: 3868-00000-00300 KEY NO: 583755 CODE NO: 162 cm of straight of the Entire Found Straight of the Entire Founds and the principle of the Entire Founds and the Entire Foundation and the Entire Founds and the Entire Founds and the Entire Founds and the Entire Foundation and the Entire Foundation and the Entire Foundation and the Entire Foundation and the Entire Fo provides otherwise. Untries an advacation is much of sopticable law requires interest to be paid. Local countries to require they so the law interest of pay Borrover any interest occarrings on the Final Borrover and Local Countries of the Final Countri escrowalization, or verificing the Escrow Items to this standard by Source and the Francis are professional standards on the Francis and professional standards on the Francis are professional standards of the Francis are also The lunds shall be he din an institution without deposits are area to a redent agency as our change, or once thousand Legister is territorise, an institution, thereby experience to an activity of the latest the Escroyy terms. Legistering not character to be the second and the resistance of a surface to the latest applying the resistance of a surface to the latest applying the resistance of a surface to the latest and the resistance to the latest and the latest and account of the latest and latest an

doe on the basis of summit card and teasonable educates all expendences of cause Espress flows or on several time, pulled, and hole supply in the amount not to Axceed the last cance, Lordon have been the contract to the 2001 et seg. (PESEA" Lauress inciner fav. (hist ancilis to intri floritis secsa esser arquies. Historica et ser roll, et sur Ao excede the maximum amount a tender for kindle lary related montagination may decime by Borrewer's a recov-account under the leading Heat Estrue Sentement Procedurile April 1974 as amounted from major through a U.S.C.

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 selsed 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 juriou to constitute it flutterm section, the true of constitute temporary THE SECURITURE THE ECONOMISE UNION CONFIDENCE ASSESSMENT OF THE PROPERTY OF TH

OREGON-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 6 ISC/CMDTOR//0792/3038(9-90)-L

FORM 3038 9/90

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. ASUUNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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: depythis Security Instructions. All of the injury adjugate production in this Security is structural.

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.

BOL4. 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 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 10 COLLE A VIEW BULK 8 18021

16. SEE 19 YHI MO 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.

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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically leasible 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 arswer 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 on 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 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 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 Froperty 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 falls 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 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 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 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.
- 100 lispection. 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 conclemnation 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. The property is the second of the paid to Lender. The property is the second of the 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 fall 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 limmed ately 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, urless 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 or of mondates mentauch possible

ball the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make all 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.

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. 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 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 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 charges, and that law is infally interpreted so that the interest of other loan charge shall be reduced by the amount 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, as the second and successful of the governed by federal law and the law of the 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 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. the Note are declared to be severable.

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.

CULIF 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 falls to pay these sums prior to the expiration of this period, Lender may invoke apy remedies permitted by this Security Instrument without further notice or demand on Borrower. Landle, shall nave trill right to hold the policies and reginable to Landle, and shall are a check and the policies and reginal may be the region of the policies and region of the pol

ac/dindipa/was/scate ada oregon/single family-frana/filtac unformibistrument

tribule in Second

18. [3orrower'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

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. Borrovier 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 rion existence of a default or any other defense of Burrower 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 bicker 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 paricel of the Property by public announcement at the time and place of any previously scheduled sale. Lentler or its designee may purchase the Property at any sale.

the statements riside thetein. Trustee shall supply the piccases of the sale in the following order: (a) to all across the manufacture of the control of the all ares. Thetoe shall deliver to the purchaser frusted's dead nonwiging the Property without any covernant is svanantly, expressed or trapled. The recibilish the fruster's dead shall be pristal tack evidence of the fault

OREGON-SINGLE FAMILY-FNIAA/FHLMC UNIFORM INSTRUMENT

PAGE 5 OF 6

OVI 10 0 FORM 3038 9/90

EVES POUS isc)crezijedljovastscaela-noj ORECON SINCLE FAMILY-EN INVEHICUM-CONCORER PROMENT 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 facile evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument, Lender shall request Trustee 22. Risconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee 22. Risconveyance. Upon payment of all sums secured by this for reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge 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. 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 eattorneys, tees awarded by an appellate court.

110 211 Riders to this Security Instrument.

111 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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the inder(s) were a part of this Security Instrument. [Check applicable ☐1-4 Family Rider Blweekly Payment Rider Graduated Payment Flider 1911 16 1911 1 crite Balloon Riders crito hot less than 30 TRate Improvement Riderce is all an ac-17 to [ Other(e) [specify] privides otherwise) The notice binit specify; (a) the dare of prescription of the security o Mituelasels: VIFORMICO VENAMIS DOMOVER And Lender Turlba junsdiction where the Poppery Inflocated that it talt to healing a and reprojective materials. As used in this paragraph 20, "En **Manner** Innsclietion where the Primery la investor that la transfer (Seal) substantings by Environmental Law and the following substantitie nastrains former petrofeuri products foxio pasticides and herbland is poles. SumErr I'm BENNE IS As used in this pareitraphizal. "Hazardous Sicustances" ahartrose substances de mos las toler la l'electricite din proupo, ago an a ces isoy remetin security in security. Envigon liental Law or which Eoltower has actual linowedgin. It Bornover teams for tainchied by any governmente of requiring yearthoung that any removal pricting lied after the recent of Bornover Cast (Bornover Cast). (Bornover Cast) อื่อง สู่จงสำหรัดเกล่ะจุกเล่นเล่าดาทูโลดูลาเอง กรากหลายโรลเกง กราปที่เราสากร โรมเกลาทุ จากวันกา เรลลาปกรร จึงกลายการ Floribwer snell promptt) give Lender written floude of all visit season, dan be all prepriate to normal residential uses and to maintenaries of the Property prestrict, use, or storalle conting Repeats of small quantities of Hazhrdocs, Substances, that are go anally rath of arry Hazardous Sobdiances an or in me Praparty. Sorroles and Darge in a second and a second affecting the Property that is in Prolation of any Environmental Gave This preceding two sections is all the Erp in the 20 | Frazindoua Substancille. Borrower shall not causi on perrol the processe, use disposal, surrors. other in presence required by applicable law. CHOWER SALE MAY FREE HEALTH IN CHANGE IN THE EASILY (SECOND 6.9 THE T. and acknowledged the foregoing instrument to be his/lier voluntary act and deed. Before me: West of West of Bestore me.

DAWN SCHOOLER, CALLY SIZE BUT OLD DESCRIPTION

NOTARY PUBLIC CRESON

PICOLARISSION NO. 040228

DESCRIPTION

NOTARY PUBLIC CRESON

DAWN SCHOOLER, CALLY SIZE BUT OLD DESCRIPTION

NOTARY PUBLIC CRESON

DESCRIPTION

N uo ( Grida Seal) had occurred. The chreshold between the processing the Property of the process of th 14 Borrows | Digit to Religious, the construction of many parties and the construction of the construction FORM 3008 9/90 Offegin-Single family-finma/fhlmc uniform instrument LUMINO 590 PAGES OF 6 ISC/CMDTOR//0792/3038(9-90)-L STATE OF OREGON: COUNTY OF KLAMATH: Amerititle A.M., and duly recorded in Vol. \_\_\_ M97 Filed for record at request of 11:40 o'clock\_ A.D., 19 97 at ... 4882 Bernetha G. Letsch, County Clerk

\$35.00

FEE