Light a clange introquested at sout to the fell building address. statemiete stell be

WHEN RECORDED MAIL TO

FLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

2943 SOUTH SIXTH STREET KLAMATH FALLS, OR 9750:

ACCOUNT NUMBER

(190-81-15369

K-50864

Vol*ngt* Fage **191**40

TAX ACCOUNT NUMBER

4110002DC04100

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on

MICHAEL F REYNOLDS AND KRISTINA M REYNOLDS

JUNE 16, 1997

. The grantor is

("Borrower"). The trustee is

WILLIAM L. SISEMORE

("Trustee"). The beneficiary is

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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

, and whose

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

TWENTY NINE THOUSAND THREE HUNDRED AND NO/100

Dollars (U.S. \$

29.300.00

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 paid earlier, due and phyable on JULY 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) this performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future indvances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Feture 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 nous stating that said notes are secured hereby. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sile, the following described property located in KLANATH County, Oregon:

THE PROPERTY DESCRIBED ON PAGE 5

which has die address of 130 N POLK STREET, MERRILL

(Street, City).

Oregon

97633

[Zip Code] ("Property Address");

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 little 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

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 sura ("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 pearly taxes and assessments which may attain priority over this operatory insurance premiums; (d) yearly flood insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly inortgage insurance premiums; if any; said (f) any sums payable by Borrower to Leader, in accordance with the provisions of paragraph 8, it lies 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 argums a lender for a federally related

OREGON-Single Family

M-8215002 9610)

Page 1 of 5 ELECTRONIS LABER FORMS, INC. - (800)927-0545 Form 3038 9/90

mortgage deal may require for Bornower's excess excount under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time, |2,11,511. Section 260) or seq. ("RESPA"), traises another law that applies to the Pends sets a lesser amount [E.so] Leader may in any time; collect and hold Funds in an amount not so exceed the lesser amount. Leader may entimate the amount in Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow home or otherwise.

in accontance with applicable law.

The Frends shall be held in an institution whose deposits are issured by a federal agency, instrumentality, or entity (including Lender, if Linder 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 However, Lizider may require Borrower to a 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 Homower any interest to be paid, Lender shall not be required to pay Homower any interest or exprises on the Funds. Borrower and the lander shall not be required to pay Homower any interest or exprises on the Funds. Borrower and the lander shall not be required to pay Homower any interest or exprise to the Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus without charge on the lander shall give to Romanus with the lander shall give the 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 this 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, Leader shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 1/1, 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. Bolrover 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 marmer 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 she Property in accordance with puragraph 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.

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 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 idea not answer within 30 days a notice from Lender that the insurance carrier has offered to sente 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, whiether 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 prangraphs 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.

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. Horrower 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 registate, 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 lean application process, gave materially false or inaccurate information or statements to Leader (or falled to provide Leader with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concorning Berlower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower stiall comply with all the provisions of the lease. If Borrower acquires fire title to the Property, the leasthold 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 Bossower 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 strips 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 Lunder may take action under this paragraph 7, Lender does

not have to do so.

**12-8285002** (1810)

Any appends disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

Any antenns disbursed by Lender agree to other terms of payment, these ancients shall bear interest from the disc of disbursement. Unless Borrower and Lender agree to other terms of payment, these ancients shall bear interest from the disc of disbursement in the Note rate and shall be payable, with interest, upon rotice from Lender to Borrower requesting payment.

7a. Histard Insurance Warning. Unless you, (the "Borrower") provide us, (the "Lender") with evidence of insurance coverage as required by our contract or load agreement, Lender may purchase insurance at Borrower's expense to protect the Lender's interest. If the colluteral becomes demaged, the coverage the Lender purchased may not pay any claim Borrower niakes or any claim made against the Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

The Regionner is responsible for cost of any insurance purchased by Lender. The cost of this insurance may be added to your

The Burlower is responsible for cost of any insurance purchased by Lender. The cost of this insurance may be added to your contract or lean balance. If the cost is added to the contract or loan balance, the interest rate on the underlying contract or lean will apply to this edded amount. Effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the

Borrower failed to provide proof of coverage.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security 8. Wortgage 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. 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 enries 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.

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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender officerwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whicher 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 settlin a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to incident 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 Leider and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Horrower Not Released; Forbearance By Leader Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's 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

of 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

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 charges collected in the connection with the loan charges. 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 suras 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 Forrower designates by notice to Lender. Any notice to Leader shall be given by first class mail to Lender's address address and the same of the property Address of the propert

other address Edirower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein of 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

16. Burrower's Copy. Burrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or it Beneficial Interest in Burrower. 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.

**(4 -8285002** (einl)

Form 3038 0/90

If Linder exercises this option, Lender shall give Burrover 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 stants 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

Instrument in partows: Talks to pay uness sains part to the capacing to mis peans, constrained and the light to have enforcement this Security linstrument without further notice or demand on Borrower.

18. Horrower's Right to Reinstate. If Borrower meast 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 is if no acceleration had occurred; (b) cares any default of any other conditions are that Borrower: (c) have all expenses incurred in enforcing this Security Instrument, including, but not limited to covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attributes; 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 uncharged. Upon registatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective at 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Burrower. 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 parmit 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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any state of the Property and any Hazardous Substance or Environmental Law of governmental of 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, kenosene, 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 itamediate 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 pulsuing 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. After the time required by applicable law, I rustee, 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.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or haplied. The recitals in the Trustee's deed shall be prima facio 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 the recital to recitals and interpretable Trustee's and of the sale in the following order: (b) 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 hereinder. 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. Ridgrif to this Security Instrument. If one or more ridgrs are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such ridds 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.

	appropriate and the second		佐賀(1748) 東京日告	primere		医毛尿性炎 经担股股	하면 얼마를 하는 것 같은 사람이	(Department			
Contr	Adjustabl	e Rate Rid	er	<u>L.</u>	Cendom	inium Rider	多位联合银行		1-4 Family	Rider	
	Craduated			L	Plunned	Unit Develop	ment Rider		Biweekly F	ayment R	ide
17	Ballcon R	ider			Rate Imp	rovement Ri	der		Second Ho		
*	VA River		排為為抗		Calerial	Isrecifyl					

"UNDER ORIGION LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSION WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

# -82851)02 ei 10)

BY SIGNING BELOW, florrower accepts and agrees to the terms and coverants contained in this Security Instrument and in any rider(i) executed by Borrover and recorded with it. Wimesses: -Benower (Seal) (Seal) Borrower -Dommer STATE OF OREGON. KLAM47N County ss: On this , personally appeared the above named F ROYWOLDS MICHARL PANT) RETWONDS and acknowledged the foregoing instrument to be voluntary act and deed. My Commission Expires: 8.37-59 Before me (Official Scal) JUDITH L CALDWELL
NOTARY PUBLIC ORTSON
COMMISSEN NO. 041462
NY CHAMISSION EXPRES AUG. 31, 1990 Mary Public for Oregon A parcel of land situated in Tract 38 of MERRILL TRACTS, according to the official

A parcell of land situated in Tract 38 of MERRILL TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, said parcel being more particularly described as follows:

Beginning at a point on the Easterly line of said Tract 38, said point being S00°05'05'W 40.00 feet from the Northeast corner of said Tract 38; thence West 143.00 feet; thence S.00°25'00" E 117.50 feet to the South line of the N ½ of said Tract 38; thence East, along said line 141 98 feet to the Easterly line of said Tract 38; thence N 00°05'05" E 117.50 feet to the point of beginning, with bearings based on the Second Supplemental Plat of Merrill; a duly recorded plat.

STATE OF GREGON: COUNTY OF KLAMATH: ss.

F	led for	record	al reon	est of			Kla	math	Cour	ity Ti	itle				the	20th	day
		Jun	e		A II	19 97	ai	3:	0	o'cio	r.k	Р.	M., and c	uly recor	rded in Vo	lM97	(
			il de Sa	n	ř	M	ortos	ons				on Par	ze 19	140			
							******			1			Reme	ha G L±	issh. Cou	nty Clerk	
T.	ee .	\$30	กก							S	Ru		Vietti	Less.	Melas		
	DE :	195116						\$50 mg (		1. 数字		-	1.000	The State of the Control of			