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TOGETHER WITH all the improvements now or hereafter elected on the property, and all easements, appurtenances, and fixtures flow or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing in referred to in this liceurity Instrument as the "Property."

BOKROWER COVENANTS that Borrower is lawfully season of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is transmistered, energy for encumbrances of record. Borrower warrants and will be defined to need the total Property against all craims and damands, subject to any encumbrances of record.

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

UNIFIERM COVENANTS. Horrower and Lunder covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Life Charges. Borrower shall promptly pay when due the principal of and interest on the liebt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Fullis 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 Nois, 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 reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortisgle insurance premiums, if any; and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, is lim 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 require for Borrower's escrow account under the federal Real Estate Settlement Procedures. Act of 1974 as amesided from time to time, 12 U.S.C. Section 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 of 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 insurest on the Funds and applicable law permits Lender to make suith 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 carnings on the Funds. Berrower 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 tredits and debit 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 Plinds held by Lender exceed the amounts permitted to be field 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 listrow farms 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 twoive quonthly payments, at Lender's sole discretion.

Upon payment in full of all such sectiful by this Security Instrument, Lender shall promptly refund to Borrower any Funds field by Lender. If, under paragraph 21, Lender shall acquire of 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 illiall 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. Clauses; 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. Florrower 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 Society Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Society Instrument, Leader 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 Inturnates. Borrower shall keep the improvements now existing or herenfter erected on the Property Distributed Spainst loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or the inflooding for which Leader requires insurance. This insurance shall be maintained in the amounts and for the periods that Leader requires the insurance carrier providing the insurance shall be phosen by Borrower subject to Lender's approval

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which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect trender's rights in the Property it accordance with paragraph 7.

All insurance policies and renewals shall be accupable 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 paul 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 make promptly by Borrower.

Unless I ender 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 or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums assured 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 only only only one of the Property or to pay sums appured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Render 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 paragraph; I and 2 or change the amount of the payments. If under the due date of the monthly payments referred to in paragraph; I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lexder, 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 Insurance immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaselspids. 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 lieu 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 distrissed with a rolling 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. Horrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Leader (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note speluding but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Posrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title small not merge unless Lender agrees to the merger in writing. rest volves victo vila delle abare finale
- 7. Projection of Lender's Rights in the Property. If Bornswer 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 forbiture or to enforce laws or regulations), then Lender may do and proceeding in bankruptcy, probate, for condemnation or forbiture or to enforce laws or regulations), then Lender may do and proceeding in bankruptcy, probate, for condemnation or forbiture 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 accured by a lice which has priority over this Security Instrument, appearing in court, paying include paying any sums accured by a lice which has priority over this Security Instrument, appearing in court, paying cassonable 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 informs disbursed by Linder under this paragraph T shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

El Mortgage l'asserance. 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 authatantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If cost it Borrower of the reortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender as substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal substantially equivalent mortgage insurance obverage is not available. Borrower when the insurance coverage lapsed or come fixed the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cleased 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 reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for 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 less reserve, until the lender requires in accordance with any written agreement between Borrower and Lender or applicable law.

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- 9. Implested. Lender or its spent trey mast, retrograble entire upon and inspections of the Property. Lender shall give Borrouse notice at the time of draptic to an inspection specifying reasonable cause for the inspection.
- It Chargematics. The process of any ward or claim for damages, direct or consequential, in connection with any condernlation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shill be paid to Lender.

In the elent 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 Elerrower. 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 Seturity Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accured 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, upless Borrower and Lender otherwise agree to writing or unless applicable law otherwise provides, the proceeds shall parential be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Troperty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the territoris audience, by this Sepurity Instrument, whether or not then due.

Unless Limder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Bollpwer Not Released; Fortestance By Lender Noth: Walver, 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 Borrowier's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or presiude the exercise of any right or remedy.
- to main 12. Saucessors and Analysis Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall-bind and benefit the successors and assigns of Lenger and Borrower, subject to the provisions of partigraph 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 to 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 Horrower 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
- 13. Loss Charges, if the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law if finally interpreted so that the interest or other lean changes collected or to be collected in connection with the lean 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 rums already collected from Horrower which exceeded permitted limits will be refunded to Borrower. Leader 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 action 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 liktrument shall be deemed to have been given to Borrows or Lander 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 Insurment 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 withcest this conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be Leging severable discourance and angular religion of the legin section.
- 16. Harmover's Copy. Borrower shall be given one chaformed copy of the Note and of this Security Instrument.
- 17. Trackser of the Property of a Beneficial Interest in Hospitales If all or any part of the Property or any interest in it is sold of transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

ne is as Lando's prior written content. Lender may, if its option, should instruct payment in full of all sums secured by this on a significant payment. However, this option shall rait to exercise by Lender if exercise is prohibited by federal law as of the significant description in the state of the significant payment distributions and the significant payment distributions and the significant payment distributions and the significant payment in the significant payment payment in the significant payment payme

If Lexisle extrolars this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 31/12 ays from the late the hotice is delivered of challed which Borrower must pay all nums secured by this Security follower than 31/12 ays from the late the hotice is delivered of challed which Borrower must pay all nums secured by this Security follower falls to pay these sums prior to the appropriate of this period. Lender may invoke any remedies period by this Security Instrument without faulter notice of denand on Borrower.

18. He rower's Right to Reinstate. If Borrower meets estain conditions, Borrower shall have the right to have colorciment of this Security Instrument disconlinued at any line 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) comy of a judgment suforming this Security Instrument. Those conditions are that Borrower: (a) pays Lei der 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 less; 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 and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not applied in the case of acceleration under paragraph 17.

19. Side 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 is the Loan Servicer) that collects monthly payments can 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, Borrowier 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. Horrower 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 preseding 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.

Borrover 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 petiticides and herbicides, volatile solvents, materials containing substances or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mains 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 Borrover 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 intell 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 reput in acceleration of the sums accured 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-relistence 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 accured by this Security Instrument without fastier 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 atturbeys fees and losts of title evidence.

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county in applicable trustee, under the postpone Lender in Trustee implied. Shall oppost the postpone legally care converses in the postpone to the postpone t	involves the power of sale. Lemier shall exceeds or earlier to execute a written notice of the occurrence of an octavity and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each which any part of the Property is located. Lender or Trustee shall give notice of tale in the manner prescribed by law to Borrower, and to other persons prescribed by applicable law. After the time required by applicable law, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and terms, scrippated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may sale of all or any parcel of the Property by public amountment at the time and place of any previously scheduled sale. Its designee may purchise the Property at any sale.  In the rections in the Trustee's deed shall be prima facine evidence of the truth of the statements made therein. Trustee by the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable and automory's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons times to it.  **Security** Instrument** Instrument** Lender shall request Trustee to the Property and shall surrender this Security Instrument, and without charge to the person or persons of the Trustee. Trustee, shall reconvey the Property without warranty and without charge to the person or persons at the Trustee. Trustee, shall reconvey the Property without warranty and without charge to the person or persons and to Trustee. Trustee, shall reconvey the Property without warranty and without charge to the person or persons and to Trustee. Trustee, shall reconvey the Property without warranty and without charge to the person or persons and the trustees.
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confern	id hereunder. Without conveyance of the Property, the successor tristee shan success to an die dec. pour and by applicable law.
7.4 Activ	ISTREYS' FEETS. 'As used to this Security Instrument and in the Note, "nuomeys' fees" shall include any automeys' fees by an appellate court.
25. Rid this Sec suppler	as to this Security Instrument. If one or more riders are executed by Borrower and recorded together with unity instrument, the covenants and agreements of each much rider shall be incorporated into and shall amend and the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
oll sactification	pplicable box(cs)].  Adjustable Rate Rider. Condominium Rider. I-4 Family Rider
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BY SIC	NING BELOW, Borrower accepts and agrees to the erms and covenants contained in this Security Instrument and in r(s) executed by Borrower and recorded with it.
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olas bas t <b>and</b> l	me 19:1997, personally appeared Michael J. Mulvey and Lisa C. Mulvey cknowledged the foregoing instrument to be their voluntary act and deed.
	OFFICIAL SEAL LAURA JEUYLER
note due 700 to 100 to	y Dublic for Oregon motary public-oregon commission Expires: 5/31/98 MY COMMISSION EXPIRES MAY 31, 1998
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TO SERVE TO SERVE	FORM INSE. DAM (Page 6 of 6 Feres)  FORM INSE, DAM (Page 6 of 6 Feres)  ECCOL. Ref. 08-74-71
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STATE OF ORI	GON: COUNTY OF KLAMATH: - 85.
Filed for record	at request of Aspen Title & Escrow the 20th day
of <u>Jun</u>	A.D. 19 97 at 3:17 o'clock 1.M., and duly recorded in the Mortages on Page 19153
	By Kathlish Kasal