ecicultali 30841 ALERIC SERVED AFTER RESORDING MAIL TO: 41/24C TIMBUSES TURBLE 97 FIJUN 24 - ALT :39 SOUTH VALLEY BANK & TRUST PO Box 5210 KLAMATH FALLS: OR 9197601 Inicultation of the survival and bulling religious significances and the production of the survival and the survival Turd to the begins that the last tellance. The will be a consult the day more than the last tellance. The will be a consult the last tellance of tellance of the last tellance of Etopsuta usung pagungan naga na mangan pagungan di pagungan pagung to a ver which thay attain projety over this Secule 15 to Cent 1 18621 by the Berrower shall fallsty the lien of take one of m DEED OE 1 18621 to be THIS DEED OF TRUST (Security Instrument) is made on JUNE 194, 1997. The grantor is JEROL E., ANDRES, and D., GENEVIEVE ANDRES. somes harmond to the oximent of the oplicated assistancy that led to active a some of the option of the contract of the contra Bostower shall promysly gleodarge any ben's hellen as practify take this flecture in a remain as see "Borrower"). The trustee is AMERITITLE has become ("Trustee"). The beneficiary is SOUTH VALLEY BANK & TRUST existing under the laws of AN OREGON BANKING CORPORATION is PO Box 5210, KLAMATH FALLS, OR 97601 which is organized and , and whose address Borrower owes Lender the principal sum of Two Hundred Thousand Dollars and no/100 ("Lender"). Dollars (U.S. \$200,000.00 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 July 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower Irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in County, Official to trute them: we we thought programme, at Leister's con 1480Eot 325 RUNNING Y RESORT, PHASE I, according to the official plat thereof on PAR file in the office of the County Clerk of Klamath County, Oregon. # this plinds held as trained existed the amount palmated to be field by application levy. Funds ale pledgirt as indelicosal sepunity for all sur allecured fly alls strentfy in struction. Funds anothing predict and debicallo me Fords multile purpose the vibit bands on he had under the strained for that interests the gent and interesting a Length with give to Bartower, with our closure of which are constituted in the provides otherwise, utiligan appropriementate marting napplicach lavy respires merces, as become central former required to be to be the control of the Forces. Bottomer are the respiratory former required by the gradient allocations of the control of the contro paralls lighter male such signifies. His resultables and subject to the contract of the contract of the escrow techtuni unvestivini che estromiteme, unitalis contra ripori den caler interest on tre manta esti delocates, e gay the Escion Joins, Terjuer may have abared derinival for hajorit, and apply no the body about the contraction of incurand thought respense accumulation, who have early hour to a gaste percenter, into a continue to the The Friday Votege leader is the sacial marging along it should have been allowed and the first self-of accordance with ephicable isw. gue on the tiestal couremitata and reasonable astiquetes of whe influxes of tubre decrate for the reconstruction 2601 et 3ag (CRESPM), untiss (molnerflav) that aroths to the fluids sais a these conount of so, 1975 of 1977, of 207 Itine, collect land, old funds in an dimount not to excled the ledshlomping, decourtry, and said the collection reresses up maximam en com e price for a febrie i y testes intropes placa may be any for the comment of the continues by the febries of the continues of the co to exceed the makingly amount gliptics for a re which has the address of a car LOT #32, RUNNING Y RESORT AND ADDRESS OF THE KLAMATH FALLS Therwel to Lender, in encircation with the pleasest report for the debt to the reserved to the contract of the Oregon Coll Lean (19760 Leanurs) (Property Address) Property Address) Property Address (Property Address) Property (Property Address) TO TOGETHER WITH all the improvements now or hereafter elected 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 COVENAINTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Froperty 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, circuito obusiliste a nullo alcas cnuto alcas contra para consequences to ocean

THIS SECURIDACIDATE AND A CONTROL OF THE PROPERTY OF THE CONTROL O

OREGON-SINGLE FAMILY-FAMA/FHLMC UNIFORM INSTRUMENT ISC/CMDT/JR//0792/3038(9-50)-L PAGE 1 OF 6

THIS SECURITY INSTRUMENT COMPINED IN THIS SECURITY INSTRUMENT

F SECTORE FOR YOUR STREET SHEET

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

AUST UNIFORM COVENANTS: Borrower and Leritler covenant and agree as follows:

- and 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; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy programment and late charges due under the Note; and place policy place plac
- 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 fecterally 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 piedged 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 accuire 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.

- Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Land 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to the 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 flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the pariods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

AFTER HEGGINDING MAIL IN SOUTH, VAMIEY BANN IN TRUST.

1, 2h INIT 39

FORM 3038 9/90 --

All insurance policies and renswals shall be acceptable to Lander and shall include a standard mortgage clause. Lender shall halve the right to hold the policies and renewals. If Lander requires, Borrower shall promptly give to Lender all receipts of plaid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, di does not aniwer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. 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; Leaseholdis. 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 forfeliure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasthold, 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. Frosection 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 tinder 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 be laterest 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 inortgage 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrowler notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Conclemination. The processor 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 and Saves and to get the processor of the property of the property of the property of the processor of the processor

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 minket value of the Froperty immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or riot the sums are then due.

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

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of 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 Borrrower'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 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 ownd 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.
- 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 clesignates 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 severable.
 - 16. Bonower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfet of the Property or a Beneficial Interest in Burrower. If all or any part of the Property or any interest in this sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this obtion, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the oale 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 brior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Security instrument without further notice or demand on Borrower.

Security instrument without further notice or demand on Borrower.

All im<mark>atraposibolici espera renevicio suali</mark> be allontratrie to bare les arcistras incre-

11. Elerrower's Flight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discommuded 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 Lerider 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 acciele ation had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19: Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer (inrelated 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. Hazaritous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Flazardous 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 racloactive 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 Bornower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trusted shall delifer to inteperchanist trusted a diseason shirt give Property without any continue of or OREGON-SINGLE FAMILY-FNWA/FHLAIC UNIFORM INSTRUMENT ISC/CMD! OR)/0792/3038(9-90)-L PAGE 5 OF 6

Truites shall deliver to the purchaser Truites's deed occurring the Property without any covenant or warranty, eliprelised or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements inade therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Histramiliti; and (c) any excess to the person or persons legally entitled to it.

22. Reconvisyance: Lipon 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Sulistitute Trustee, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power,and duties conferred upon Trustee herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

box(as)) Gar Adjuitable Rate Flider and a Condominium Rider	1-4 Family Rider
Graduated Payment Rider (Street of Michael Unit Development Rider) CREAT Balloon Rider (Street Michael Office New York (Street New York) 12 (Creative (S) (Specify) Development Rider	Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants instrument and in any rider(s) executed by Borrower and recorded with it.	contained in this Security
Mitnesses:) IREO 144 (1) of [ANTES] Boodwar and Lender 107th Antes and an inches	
and radinactive materalis. [As used in this paregulty 20, [20, 604] \$120 Services of purposes the property is located that retain in result (stint) or per 0. Services the property is located that retain in the property is located that the property is located to be property in the property in the property is located to be property in the property in the property is located to be property in the property in the property is located to be property in the property in the property is located to be property in the property in the property is located to be property in the property in the property in the property is located to be property in the property in the property is located to be property in the property in the property in the property i	Twee (Seal)
As used in this puregraph 20, The actions substances are New York and the Collection of the Assample of Europe as the services are the collection of the Assample of Europe as the services are the collections are the services are the collections are the services	Open August Services
requiatory dathollo, their arty remodal or other remediation of Div GENEATEAE. WIDE	of (Miches (Seal)
any govimulantal or regulatory agains y sa private party invalving the Repairty agains a sacrama.	ક પ્લેકોફિલ્ફે કંફે જાણે વિભાગના છે. અંબોલિલે કંફે જાણે વિભાગના છે.
-brappadpridie id, domas residental uses and to institucione di the Brapany Borrbwin signi promptly dive Libragowitten norge of any <u>invektigation, diam (o</u>	(Seal) -Bonower
atigoting that Probert (that fourties or any Environmental Univ. The preforming or presonant and the preforming or presoner, upon of storaga of the Property of small matrices of Habitonia Stills and	รูป รุ่งเกราะ ซี เรื่อนการทำ และ อริโปรปฏา ก็ม วิจเตอเกรียว ฮ์เปลา เกก ซี จีเป็นที่ผู้ที่ ก็ก
ether high deput count of by applicable taw. 20. Hazard (us Substituces). Borroyer and their couse of points the presence. of any Misalateut Substanties and tip the first define Borroye <u>r, and their defication</u>	(Seal)
SOURCES DE 11/2 COPY COPY SHIP TO SHIP TO SPECIAL SPEC	ชาตั้ง สลุด (สลุร์ก็คลา จังเกลาสุด (สการการกำรับ

The Molecula facility of the Molecular of the Molecular of the Molecular of the School of the School of the Molecular of the and acknowledged the foregoing instrument to be their

voluntary act and deed.

DAWNECHOOLER TO A TENETROLL OF THE BEAUTION OF Bafore me: Notary Public for Oregon

in on creation through a distribution are not of the size of the state of the state

(Official Said) (produced for the produced of the produced of the control of the

My Commission Spires: 121-2012 (See the withing the file of the speciment in a construction of the second of the spires of the second of the speciment of the spires of the second of the speciment of the second of the spires of

ISC/CMDTOR//0792/3038(9-90)-L

se abbiceou parmea intecny nor distractivo, bende rele al les Frobiet, taranza, le eus peus le se comme enorcentatillo, dis senalit natione di preconciler a novindation propercies (e) e cole (e. 200) upor cer **បន្តា Bollowift ន អូម៉ែញ ស្រី អូម៉ារ៉ូអែទៅ** ឬ gou របស់រយៈមានទៅ selfan coroques get color នៃ នេះ ទេ។ នៅ នៅ នៅ នេះ

OREGON-SINGLE FAMILY-FRIMA/FHLNIC UNIFORM INSTRUMENT

PAGE 6 OF 6

FORM 3035 9/90 MUNICIPAL WAS AND TO A STATE OF THE STATE OF

mentalizati perkile, pedike pe

THE VIEW PLANNED UNIT DEVELOPMENT RIDER

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

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

LOT #32, RUNNING Y RESORT, KLAMATH FALLS, OR 97601 [Property Address]

The Property Includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities; as described

in (the "Declaration"). The Property is a part of a planned unit development known as RUNNING Y RANCH RESORT OWNER'S ASSOCIATION

[Name of Planned Unit Davelopment]

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

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

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

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

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

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Cymers Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to reading the warranted of the PLL for its any conveying the process and the paid to be reading to the PLL for its any conveying to the paid to be reading to the PLL for its any conveying to the conversion of the PLL for its any conveying to the conversion of the Paid to the paid to be reading to the Conversion of the PLL for its any conveying to the conversion of the PLL for its any conveying to the conversion of the PLL for its any conveying to the conversion of the PLL for its any conveying to the conversion of the PLL for its any conveying to the conversion of the PLL for its any conveying to the conversion of the Con

MULTISTATE PUD RIDER_Single Family-FNMA/FHLMC UNIFORM INSTRUMENT: Form 3150-9/80 ISC/CRID* //0195/3150(0990)-L Page 1 of 2 Revised 8/91 AP IN HAURILY

LN# 590021

In Dis Condemnator: The proceeds of any awant or claim for damages, direct or consequential, payable to Borrower in confliction with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the I³UD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instruction as provided in Uniform Covenant 10, band some

Landar's Prior Consent. Borrows shall not, except after notice to Lender and with Lender's prior

written consent, either partition or subdivide the Property or consent to:

(() the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the

express benefit of Lender;

STATE C

Filed for

FEE

((ii)) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage

maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disjoursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these

General Report of the Control of the	intenest, u	ipon notice from	Lender to Borrow	er requesting	cayment, ward	raine a green ery noomised
Constitution promises a lie constitution of the promises and promises and constitution of the promise of the promises of the promise	and ') of	hie DI ID Didor	Emilia Countries and	2000000000000		한다리 12일하다 보통하다 이번째 그리고 있다면
Seal		CONSULTATION FOR	Mie Constitueni. Livaleni coctinien		anghas (page sames et laig Owners Associ	lajou una est du dejakons. Lajoura de area de alvestidat
Sept	V I	ino opillana	gi Bonovioi s	(# Delion	ncial	gjihanpily propi ay spoje
Sear Densignates increased a goldenic and the process of the proce					<u> </u>) Borrower
September Sept				11) U	ر ا) صور شور و در در	1001 (900)
Seal	Sun Con	សម្រឹងប្រវង្គម រូបទទំព័រ	ນີໄຫຣ໌ ຮັດພະນວກ ຫລັ	DE GENE	TEVE AMORES	- Borrower
Borrowell Borr	15 12:11	M. Thu Phaham	MEST 医多种性性 10.4000 11.600	医科斯尔氏性多种原理的复数		강화 하면 되었다. 하는 것은 중에 살아 있는데 한 번째인 말.
Sea Borrowell Balling Ballin						-Borrower
Formwell (1) Control (1) The Europein Science	31000001111111111111111111111111111111	医抗结节性 经营产品 计最级转换系统		· (1) 我我想到了一个人的话,我们	일본화의 공사계약 11년 2만 보다의 사고 기술 경기	(Spaf)
Fig. 25. KNAMENT KEZUBET KINSKY H. B. C. C. C. C. C. C. C. STORIC KEZUBET KINSKY H. B. C.	18 (416 - 41	rdanstillani) 198	firopetry s a payt	भ्यः कृतिहरू, य	m ini advo pisa in ra	-Borrower
FOIL 35 MONATE MEZON MINIOR M						
FELICIE OF THE SET BOUNTY OF KLAMATH: ss. FOR THE SET BOUNTY OF KLAMATH: ss. FOR THE SET BOUNTY OF THE SET BOUNTY	inci pal	Pisare canalite	สุดเลอโรยเอรส รัส	r bolume s	rale populaci	
Figure 35 MOMING A MEZOST KINNY IN REPORT OF SOME SECTION OF SOME SECTION OF THE	he Brom	etry includes, ou				
THE PURISHER SINGLE FAMILY FOR THE PURISH STREET OF		en stat			[14] [14] 12] [14] [14] [15] [15] [15] [15] [15] [15] [15] [15	
SCHOOL SET THE SECURIA DESCRIPTION AND THE SECURITY OF THE SEC	Period I					[발표] 등급하다 그리고 말았다. 하다 하다.
SUBJECT OF STATE PUD RIDER: Single Family—FNNA/FH_MCUNIFORM INSTRUMENT Form 3150 9/90 Revised 8/91 OREGON: COUNTY OF KLAMATH: ss. ord if rejuest of Amerititle the 24th June A.D., 19 97 at 11:39 o'clock A. M., and duly recorded in Vol. M97 of Mortgages on Page 19497						
AUGUSTATE PUD RIDER: Single Family Filma/Filma Uniform INSTRUMENT Form 3150 9/90 Revised 8/91 OREGON: COUNTY OF KLAMATH: ss. ord if rejuest of	list linkly	nesa jus palini	ny instruction i o	i lug esilgi	nabrilinen akann rad	turture, bus le alle sicilia di
MULTISTATE PUD RIDER: Single Family: FNMA/FNLAC UNIFORM INSTRUMENT Form 3150 9/90 Revised 8/91 OREGOIV: COUNTY OF KLAMATH: ss. ord if rejuest of		ochourse pates	NEUSTRALIS DE CONTRA DE CO	an ni satsik Ancula sak	idlyg indiastyr, 45 india	ndigen for a trace
SC/CRID**//0195/3150(0500)*L***						사는 기술을 가고 (얼마) 강을 기술을 가고 (얼마)
OREGON: COUNTY OF KLAMATH: ss. Sord if request of Annixititle the 24th June A.D., 19 97 at 11:39 o'clock A. M., and duly recorded in Vol. M97 of Mortgages on Page 19497	MULTIST SC/CRID	'ATE PUD RIDEF)**//0195/3150(₹-Single Famil)(- 0390)-L	FNMA/FHL Page 2 in	MCUNIFORM INSTR	
ord lift request of Americitie the 24th Junie A.D., 19 97 at 1.1:39 o'click A. M., and duly recorded in Vol. M97 of Mortgages on Page 19497						
ord lift request of Americitie the 24th Junie A.D., 19 97 at 1.1:39 o'click A. M., and duly recorded in Vol. M97 of Mortgages on Page 19497	OPECOU	· COMMAN OF S	I AMATU			
June A.D., 19 97 at 1.1:39 o'clock A. M., and duly recorded in Vol. M97 of Mortgages on Page 19497		COUNTIOF K	Lawain. SS.			
of Mortgages on Page 19497					. A M and dut	
celegita : ## 2 : ## 2 : ## 2 : ## 2 : ### 2 : ### 2 : ### 2 : ### 2 : ### 2 : ### 2 : ### 4 : ### 4 : ### 4 :				TO CITY	on Page <u>1949</u>	
945.00 By Retailm Kraol	\$45.00			9.5	Bernetha	G. Letsch, County Clerk