Vol.<u>2017</u> Page <u>39</u>997

SAfter recording return to: Lette the same resperty commonly known as: 1926 Sangent Ave., Klamath Fall pripayabaysanot yenoM and P.O. Box 160128

Sacramento, CA 95816-0128

GETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurenances tents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the Until a change is requested all Tax Statements shall be state if this estate if the state with such property of the lease blockers. .vittor: sent to the following address

Entropy of carendals that Borrower is lawfully seized of the estate hereby conveyed and has avA; theappas abel Klamath Falls, 1009-97601 for encuence of except for encuentry the Property is unencumbered, except for encuentry and that the Property is unencumbered, except for encuentry traits and corespond that Borrower will defend generally the title to the Property against all claims and demands, subject to combrances of record. Borrower faither warrants, represents and covenants as follows:

Payment of Principal and Interest. Borrover shall promptly pay when due the principal angagamunitanuogoa al all other charges evidenced by the Note. 0085126563

Final for Large and Insurance. If required by Lender, and subject to applicable law, Bornower shall pay to Lawler the day not unit purposed us under the Noic, until the Noic is paid in full, a sum ("Tuncasemun'Trunca concurs well only attain priority over the Security Instrument as a lien on the Property: (b) yearly leavelield payments or and runs on the Poperty, If any: (a) yearly 2 & EphPety insuffice premiums; (d) youly thook insurance promiums. cott and two collections and include premine premine property of the collection of t THIS DEED OF TRUST ("Security Instrument") is made on in December 2 pb 1997 construction of the critical and continued to the continued to the

The trustor is Roger A Bryant And Annabelle Walbryant . And Estate In Fee Simple As Tenants B Lender was, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender verteral earl awari of Back, due on the basis of concent data and resonable estimates of expenditures of future Escrew Rems or otherwise ... wild oldsoiligen the "Borrower").

The trustee is Eucy Ern Kively Esqui c yel bours of shoot and who in this is a limit of the state in the control of the contro .("sostem") and it leader is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Famils to pay The beneficiary is TMS. Montgage Inc. sudbarThe Money! Store orroll agricult for your release to some sound, of veriging the Excress items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender which is organized and existing under the laws of News Jenseyorros support year reduced. Leaders to the laws of News Jenseyorros support year reduced in the laws of News Jenseyorros support years and the laws years and increasing as scaled less would replicate and wilost address is 9570 SW Barbur Blvd. Suite 211 Portland, size of apply able has required interest to be paid, Lender shall not be required to pay Berrower any interest or 19170. AD east and fender may agree in writing, however, that interest that he part on the Pines 1 rates that the "Lender"

Borrower owes Lender the principal sum of: Twenty-Two: Thousand and 00/100 and as septed and the Fands was mode. The Fineds are pledged as additional securary for all seems seened by this Security

), together with interest. This debt is evidenced by Borrower's note dated the san e Dollars (U.S. \$22,000.00 date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Decembers 20, 2007, obligations to This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals rextensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 8 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 these purposes, Borrower irrevocably grants and conveys to Trustee; in trust, with power of sale, the following described property located in the most in all beld by I suder. If, under Paragraph 18, Lender shall acquire or inogato Rymuo2. Lender, prior to the acquirtema KN (SEE EXHIBIT ITA'S ATTACHED) notificiate for the firm of acquisition (CHECKED) and the Form of shell apply any Funds held by London at the time of acquisition (CHECKED). and by the A costy Institutions.

Application of Payments. All payments of principal and interest received by Lender shall be applied as provided in Note. If Passwer awas Lender any late charges, or other fees or charges ("other charges"), they will be payable upon stand of Letter Unless prohibited by law, the application of payments may be affected by the imposition of other chargest brestorn, per care of after charges, whether said to Leader in addition to the monthly payment or reputerely, with be rapited in a are not at the absolute discretion of the Lender. Borrower egrees that Lender may apply any phyment received OREGON DEED OF TRUST (9810) In Original -) Recording tobate and the payage amounts of tend to the control of th M003-10R

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TROW DEED OF TRUST GREEN OF LOTING 1 DIN

0085126563

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8288 ding return to:

being the same property commonly known as: 1926 Sargent Ave. Klamath FallstrioR 97601 of Sargent Ave. ("Property Address").

Sacramento CA 95816-0128

T )GETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the to egoing, together with such property (or the leasehold estate if this Security Instrument is on a leasehold) are called the ent to the following address:

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to cucumbrances of record. Borrower further warrants, represents and covenants as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.

Funds for Taxes and Insurance. If required by Lender, and subject to applicable law, Borrower shall pay to Lender or the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and as essments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or gound rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, ny; and (e) yearly mortgage insurance premiums; if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan r y require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from the to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If s), 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 th Escrow Items. Lender may not charge Borrower for holding and applying the Funds, anaually analyzing the escrow at ount, 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 orting service used by Lender in connection with this banffunless applicable law provides otherwise. Unless an agreement nade or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on 15 Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds; showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security s, together with interest. This debt is evident at by Berand 00.000.880 kb/ bmo

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 laws 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 stich case Borrower shall pay to Lender the amount necessary to make up the deficiency a Borrower shall make up the de Teiency in no more than twelve monthly payments, lat Lender's sole discretion; robust atmanpound both crass were in the reserved of

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any ads held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or s e of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums ured by this Security Instrument.

3. Application of Payments. All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1; or first to amounts payable under Paragraph 2.

Page 1 of d

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41001 of Prior Mortgages and Deeds of Trust; Charges; Liens. Borrowei shall perform all of Borrower's obligations under any mortgage; deed of trust or other security agreement with a lien which has priority over this Security Instrument, if any, including Borrower's covenants to make payments when due: Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or grounderest, if the Property. If Borrower fails to perfor main attender's Rights in the Property. If Borrower fails to perfor main attender's Rights in the Property. 5. dista) Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured again loss by fire, hazards included within the term! "extended coverage," flood and any other hazards as Lender may require, fro time to time, and in such amount and for such periods as Lender may require outer out to story of garages as

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provid. that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lend 1 may, at its option, obtain coverage to protect its rights in the Property in accordance with Paragraph 8. All insurance polici s and renewals thereof shall be in a form facceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender. including, without limitation, the endorsement to Lender of any proceeds made by check or other draft:

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repuir 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. under Paragraph 18 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; and for deed of the state of the population property of the state of the

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains : mortgage clause or (iii) Lender has required Borrower to maintain the insurance a Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the andly lawninger manufacting before the taking, falors Borrower and Locater scheme standard proceeds;

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make pro of loss if not made prompily by Borrower, yet bestivib, anished self-self-of visible mediations are sufficiently

If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the day notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender s authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or o the sums secured by this Security Instrument, short grown 2 sitts and born on summer after thould an order to be a special content of the state of t

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit nor permit waste, impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration; or covenants creating or governing the condominium or plann unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing; all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exter J or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury of loss, the total amount of such award, payment or judgment shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property of under the Note even if such payments are notated as a payment of under the Note even if such payments are notated as a payment of under the Note even if such payments are notated as a payment of under the Note even if such payments are notated as a payment of the Notated

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To my or Loan Application Process. Borrower shall be in default under this Security Instrument; if Borrower, during the loan application process, gave materially false or inaccurate information on statements to Lender (or failed to provide Lender with ary material information directly bearing on Lender's decision to extend credit to Borrower); in connection with the loan other charges, lines (art impositions attributable to the Property which may attain a priority over this ScatoN art ved beans) or

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained 8 this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as 11 rocceeding in hankruptcy, probate, for condemnation, forfeiture or to enforce laws or regulations), then Lender may do and of or 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 or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections; credit reports, appraisals, opinions of value or other expert opinions or reports unless prohibited by law. Hart out over their rebust, robust or although a recent

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the e of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. note that a part of the payable and shall be payable, with interest, upon demand of Lender.

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this curity Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the uirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law-

Inspection; Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's I nerest in the Property, and an action and a long I adjusted in a borreity and monthly distinct with an action and action are a supported in the Property.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property; or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security/Instrument. insurement in the payment of the reaction of the parameter of the security and the reaction of the parameter of the

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In trument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in ich the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums ured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the ns secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property i unediately 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 i umediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise I rovides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is gi en, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due, which as secured from extragoral fair, a concern and other original forms.

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

Borrower Not Released; Forbearance By Lender Not a Waiver; Acceptance of Partial Payment. Extension of the t ic for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to I o rower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Bo rower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may 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 and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or, preclude the later exercise of that or any other right or remedy to the sof non-temperature later exercise of that or any other right or remedy to the sof non-temperature later exercise of that or any other right or remedy to the sof non-temperature later exercise of that or any other right or remedy to the sof non-temperature later exercise of that or any other right or remedy to the soft non-temperature later exercise of that or any other right or remedy to the soft non-temperature later exercise of that or any other right or remedy to the soft non-temperature later exercise of that or any other right or remedy to the soft non-temperature later exercise.

Lender may, accept partial, payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar

13:ai oldSuccessors and Assigns Bound; Joint and Several Liability; Signers. The covenants and agreements herein contained shall bind, and the rights hereunden shall inure to; the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument; but does not execute the Note; (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower m agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the No without that Borrower's consent range of the order in the following order: (a) to all expenses the safe of the sale in the following order: (b) the proceeds of the sale in the following order: (c) the sale in the following order: (c) the sale in the following order: (d) the sale in the sale in

- 14. Notice: Except for any notice required under applicable law to be given in another manner: (a) any notice Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class m: addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herei and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein a state of
- 15. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. 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, and to this end the provisions of this Security instrument and the Note are declared to be severable As used herein, "costs;" "expenses" and "attorneys" fees, include all sums to the extent not prohibited by applicable law by shall to a in in all force and effect as if no acceleration had eccurred. This right to reinstate shell not appliered betimil
- Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Security Instrument at the time execution or after recordation hereoform with the statistical security hereaftern and the manual security hereaftern and the security hereafte
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower; is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument: collect on the property and to collect strument take possession of and manage the property and to collect strument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke a remedies permitted by this Security Instrument without further notice or demand on Borrowercuses and the security Instrument without further notice or demand on Borrowercuses.
- 18. Acceleration; Remedies. Except as provided in Paragraph: 17 hereof; upon Borrower's breach of any covenant agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Securi Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding or
- to help. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a cour. action or to assert in the judicial proceeding the nonexistence of a breach or any other defense of Borrower to acceleration and foreclosure. If the breach is not/cured on or before the date specified in the notice, Lender, at Lender's option may declare of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclo this Security Instrument by judicial proceeding or invoke the power of sale hereby granted and any other remedies permitt. by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonal. attorneys' fees (paid to an attorney that is not a salaried employee of the Lender if the original amount of the debt is \$50,000 or less), court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior to the Recommendation payment of all some secured by this Security hearment, Lecuntral properties of the payment of all some secured by this Security hearment, Lecuntral properties of the payment of all some secured by this security hearment, Lecuntral properties of the payment of t

ginners If Lenders invokes the poweriof sale; Lender, shallnexecute for cause fly ustee to execute a written notice of the occurrence of an event of default and of Lenden's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property six located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public

roticel offsale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee; without demand on Borrower, shall sell the Property at public suction to the highest bidder at the time and place and urifer 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 s. e. Lender of its designee may purchase the Property at any sale; I off in the Surrower's interest in the Property at any sale; I off in the surrower is interest in the Property at any sale; I off in the surrower is interest in the Property at any sale; I off in the surrower is interest in the Property at any sale; I off in the surrower is interest in the Property at any sale; I off in the surrower is interest in the Property at any sale; I off in the surrower is interest.

a now Trustee shall deliver to the purchaser. Trustee's deed conveying the Property without any covenant or warranty, c pressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made to rein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not I mited 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 to it guiverilets at newly of their memorant games? with the action of

19. and a Borrower's Right ato Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to five (5) days (or such other period as applicable law may specify for reinstatement) before the sale of the Property or entry of a judgment enforcing this Security Instrument if: (a) Borrower pays be ader all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) B rrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) B rrower pays attorneys' and Trustees' fees in an amount not exceeding that which is permitted by applicable law and all art costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security trument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument Il continue unimpaired Upon such payment and cure by Borrower, this Security Instrument and the obligations secured I creeby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, is the case of acceleration pursuant to Paragraph 17% add to your end then will find appropriate type?) of the respect

Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or a bandonment of the Property, have the right to collect and retain such rents as they become due and payable.

In the event of abandonment of the Property, or in the event the Property is no longer the principal residence of the B rrower and upon acceleration under Paragraph 18 hereof, Lender, in person, by agent or by judicially appointed receiver, ill be entitled to enter upon, take possession of and manage the property and to collect the rents of the Property including se past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of Property and collection of rents, discluding, but not dimited to, receiver safees, premiums, on receiver's bonds, and sonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to: ount only for those rents actually received a business to action radical theories to him the actually received a business to action and religious and the second control of the control of

Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal; storage, or release of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone else to do; anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and for maintenance of the Property and of south that the form the south date of the property and of the form of the property and the property

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene nother flammable or toxic petroleum products, toxic resticides and herbicides, volatile solvents, materials containing asbestos of formaldehyde, and radioactive materials. As used in this Paragraph 21; "Environmental Law" (means federal laws and laws of the jurisdiction where the Property is located that relate to health; safety/or environmental protection in this racts and titl: notice environmental protection in the protection of the course o

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 shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and Trustee reconveyance fee say vita doing at vintuo do a re bemoon

prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Prustee shell give pub-

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23; more Substitute Trustee Lender, at its option; may from time to time appoint a successor frustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, and the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

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

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## \*WARNING\*

Unless you provide Lender with evidence of the insurance coverage as required by this Security Agreement, Lender may purchase insurance at your expense to protect its interest. This insurance may, but need not, also protect your interest: If the Property becomes damaged; the coverage Lender purchases may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage on any mandatory liability insurance requirements imposed by applicable laws to the considerable with the considerable with the coverage of any mandatory liability insurance with more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage of any mandatory liability insurance you can obtain on your own and may not satisfy any need for property damage coverage of any mandatory liability insurance you can obtain on your own and may not satisfy any need for property damage coverage of any mandatory liability insurance you can obtain on your own and may not satisfy any need for property damage coverage of any mandatory liability insurance with the coverage of any mandatory liability insurance your own and may not satisfy any need for property damage coverage of any mandatory liability insurance with the coverage of any mandatory liability insurance your own and may not satisfy any need for property damage coverage of any mandatory liability insurance with the coverage of any mandatory liabil

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Lots 6 and 6 in Block 25 of Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STAT	E OF OREGON: CO	DUNTY OF KLAMATH: ss.	
	for record at request		
of	December	A.D., 19 97 at 3:10 o'clock P M., and duly recorded in Vol. M97	day
		on Page 39997	
FEE	\$50.00	By Att Man County Clerk	
	- 1		