Loan No. 15360000

RECORDATION REQUESTED BY:

UNITED COMPANIES FUNDING, INC. 2001 KILLEBREW DRIVE, SUITE 210 BLOOMINGTON, MN 55425

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2051 KILLEBREW DRIVE, SUITE 210 2011 10000 SUDDING BIRG DON INTERPRETABLE DELOTED AL CADALORDS DE SERVICIO DE LOS DE LOS DE LOS DE LOS DE LOS DE LOS DELOTES DE LOS DELOTES DE LOS DE LOS DE LOS DELOTES DEL LOS DELOTES DELOTES DEL LOS DELOTES DEL LOS DELOTES DEL LOS DELOTES DEL LOS DELOTES DELOTES DELOTES DELOTES DEL LOS DELOTES DELOTES DEL LOS DELOTES DELOTES DEL LOS DELOTES DEL LOS DELOTES DELOTES DELOTES DELOTES DELOTES DEL LOS DELOTES DEL LOS DELOTES DELOT BLOOMINGTON, MN 55425 หละนี้ เกิดของเดือเต และเมต์ลิก เมเล ของ ... SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY s and careful agos if goed from a DEED OF TRUST राज्येच हर व राज्येण निव्यासम्बद्धानी सहस्र काली स्वतानार आसूचे प्रमूख LINE OF CREDIT INSTRUMENT. (a) This Deed of Trust is a LiNE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Note is Note is Note is Note in the date of this Deed of Trust and ends no later than APRIL 1, 2028

LINE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Note is Note is Note in the date of this Deed of Trust and ends no later than APRIL 1, 2028 LINE OF CREDIT INSTRUMENT THIS DEED OF TRUST ("Security Instrument") Is made on JANUARY 28, 1938 RAYMOND R. KILMSR and MARY JANE KILMER, husband and wife ("Borrower"). The trustee is TODD NEMITZ ("Trustee"). The beneficiary is UNITED COMPANIES FUNDING, INC., which is organized and existing under the laws of the State of Louisiana, and whose address is 2051 KILLEBREW DRIVE, SUITE 210, BLOOMINGTON, MN 55425 ("Lender"). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2028 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 paregraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's coveragits 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, Oregon: as the property of the propert KLAMATH SEE EXHIBIT "A" Together with the following described manufactured home: THE RIDGEDALE TRANSPORT HE STEP 1998 THE PROPERTY OF THE 11825342 THE RESERVENCE OF THE PROPERTY OF THE PROPER REDMAN

Model Year Manufacturer's Serial No. Width Length which has been affixed to the real estate described herein with the mortgagor's intent that it become part of the real estate conveyed hereby and subject to the lien of this Mortgage. wasser brockers - yourse right eve to

which has the address of TBD SAYLER STREET.

KLAMATH FALLS , Oregon ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property and all essements, appurtanences, 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." of open year of the to August to August to August to et 62 the sibiliance to technique

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazerd 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 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time, 12 U.S.C. Section 2801 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 earse in taw requires mises; to be paid, certice and not be judget to be provided by the fundation of the runds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums security instrument.

It has fluore held by Lender exceed the amount permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in secondarice with the negligements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escriv leans when due tender has a nearly Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall pay the tender the amount necessary to make up the deficiency. Borrower shall promptly the deficiency in no more than twelve monthly payments, at Lander's selection.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paresyraph 21 Lender shall acquire or sell the Property, Lander shall promptly return to Borrower any Funds held by Lender at the tare of exquisition or sale as a credit against the same secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and less the any loss charges this under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and

lest, to any rate charges due under the Note and a property of the property which may attain priority.

4. Charges: Liens. Borrower shall pay all texes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it 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 turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts

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 feith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer'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 Sen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at

Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewale shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of

loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander 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, or does not answer within 30 days a notice from Lander 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 surie secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupency, 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 Lander's good faith determination, precludes forfeiture c: 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 Lander (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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable atterneys' 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, the balance of Borrower secured by this Security Instrument. Unless Borrower Any smounts disburged by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower Any smounts disburged by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. and Lendar agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lendar to Borrower requesting payment.
- If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-fivelith of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect.

 Lander 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 Lander if mortgage insurance coverage (in the amount and for the period that Lander 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.

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Draft #1, 8/1/96 (r. 09/03/97)

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

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of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid at Lander.

In this event of a brial taking of the Property, the proceeds shall be applied to the sound by this Security treatment, which is a partial taking of the Property in which the lair malket value of the Property in management to the proceeds and before the staking is equal to Borrower. In the event of a partial taking of the Property in which the lair malket value of the Property in management to the proceeds management to the proceed to the property invasibility before the taking, divided by (b) the fair market value of the Property Invascilately before the proceed to the proceed 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 not the sums are then

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 Londer within 30 days after the date the notice is given, Lender is authorized to collect and apply the preceeds, at its option, either to restoration or repair of the Property or to the sume 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 Lander Hot a 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 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 suins secured by this Security instrument; and (6) agrees that Lencler 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: Lander 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
- 14. Hotices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by tederal 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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17: Transfer of the Property of a Baneficial 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 it exercise is prohibited by tederal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the data the notice is delivered or mailed within which Borrower must pay all sums escured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. 11 Borrower meets certain conditions, Borrower small have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, ressonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 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 Services") that collects monthly payments due under the Note and this Security Instrument. There else may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other Horasso, sign served grant least with a news of any investigation their stender having or one strong impulsion leasted by applicable law out a second one tables one for comparing the law of or one sources.

20. Hazardous Substances. Commer shall indicate on permit the protected user Carpater, sharing on the standard of the protection of the processing Consources of the sharing of the sharing of the sharing Consources of the sharing control of the sharing

20. Hazardeus Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardeus 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 presence use, or storage on the Property of small quantities of Hazardeus Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly dive 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 for 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 remediat 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, lerosane, other figurantale or toxic pertoleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestoes or formaldehyde, and racideative 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; earerly or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and egree as follows:

NON-UNROUND COVENANTS. Benower and Lender further covenant and agree as follows:

21... Acceleration; Remedies. Lender shall give notice to Serrower prior to secsiention following Borrower's breach of any coverant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable taw provides otherwise). The notice shall greatly: (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 this default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice will result in acceleration of the sums recured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the days from the default is not cured on or before the 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 till of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remades permitted by applicable law. Lender shall be emitted to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' fees and costs of this evidence.

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

proviously seriouslist said. Lender of the purchaser Trustee's deed conveying the Property, without any coverant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the frust of the statements made therein. Trustee shall apply the proceeds of the said in the following order: (a) to all expenses of the said in the following order: (a) to all expenses of the secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 23. Substitute Trustee: Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without coveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate 24. Attorneys' Fees.
- 25. Riders to this Security instrument. It one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such ridershall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument, [Check applicable box(es)]

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Lot 14 of TRACT 1302 - EVERGREEN MEADOWS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TO BE RECORDED WITH THE DEED OF TRUST

ATEMBELS CORPUTED COMBINIES EMBERGING TO The Dave Of Yould Page - 3 -

unione (magasias)

BORROWER: RAYMOND R. KILMER MARY JANE KILMER

TBQ SAYLER STREET, KLAMATH FALLS, OREGON 97603-

592) KIT CONSTRUCTION LOAN HIDER (INCLUDING SECURITY AGREEMENT) AND ED CO TO THE DEED OF TRUST (MANUFACTURED HOUSING UNITS) The dante god address of the Lander/Secured Part

THIS CONSTRUCTION LOAN RIDER (the "Rider") shall be deemed to amend and supplement the Mongage, Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Lender of the same date ("Note") and covering the Property described in the Security Instrument ("Property"). If the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association buys all or some of the Lander's rights under the Security Instrument and Note, the provisions

AMENDED AND ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- 1. Construction Loan Agreement. The principal amount of the Note which Borrower promises to pay is either: (1) the amount stated in the Promise to Pay Section of the Note, or it less, (2) the aggregate amount advanced by the Lender under the Construction Loan Agreement ("Loan Agreement"). The loan to be evidenced by the Note shall be disbursed in accordance with the terms and conditions of the Loan Agreement. Borrower comply with the covenants and conditions of the Loan Agreement between Borrower and Londer, which is incorporated herein by this reference and made a part of the Security Instrument. All loan amounts disbursed to Borrower under the Loan Agreement shall be evidenced by the Note. The Loan Agreement provides for the construction of certain improvements ("Improvements") on the Property. All advances made by Lender pursuant to the Loan Agreement, provides for the construction of certain improvements of improvements you are reported. For advances inductor pursuant of the Loan Agreement. The Security Instrument secures the payment of all sums and the performance of all covenants required by the Lender in the Loan Agreement, the Security Instrument, or the Note ("Loan Documents"). The Collateral shall secure the Sums Secured (as that Lander III, the Loan Agreement, the Security Instrument, or the radie (Loan Locuments). The Londers shall secure the Sums Secure (as that term is defined in the Security Instrument). Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the principal sum and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the
- 2. Future Advances. In the event there has been no default as defined in the Plate or Loan Agreement, or the Security instrument, Lender is legally obligated to make advances of principal upon application therefore by the Borrower in accordance with the provisions of the Note and Lean Agreement up to a maximum principal amount, which is equal to the amount of the Note as set forth in the Security Instrument, plus Interest and amounts to protect security. Such advances shall be evidenced by the Note and Loan Agreement and secured by the Security Instrument. as of me, family no Potesand Frequelly as
- 3. Assignment of Rights or Claims. From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notery, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property. Spraware and Emphricing Malmeriae. In a Society Institution was two two
- 4. Breuch by Berrower, In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure his or her delauff, Lender, at Lender's option, with or without entry upon the Property, (a) may invoke any of the rights or remedies provided in the Loan Agreement, or (b) may accelerate the sums secured by the Security Instrument and invoke any of those remedies provided for in the Security Instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not mean a waiver.
- 5. Termination of Louin Agreement. During the Construction Period of the loan the Lender will advance funds in accordance with the Construction Loan Agreement. The "Construction Period" is defined as the period extending from the date of Londer's initial advance of funds until the first day of the month preceding the date of the first monthly payment of principal and interest stated in the Note. On the day the Construction Period ends, the loan evidenced by this Note will be a permanent mortgage loan ("Permanent Mortgage Loan Date"). Beginning on the Permanent Mortgage Loan Date, Interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note. After the commencement of amortization of the Note, the terms of the Loan Agreement shall be null and void, and there shall be no claim or defense arising out of or in connection with the Loan Agreement against the obligations of the Rote and the Security Instrument.
- 6. Property. The property covered by the Security Instrument includes the Property described or referred to therein, together with the following, all of which are referred to as the "Property." The portion of the Property (described below) which constitutes real property is sometimes referred to as the "Real Property". The portion of the Property which constitutes personal property (including, but not limited to the Personal Property Collateral described in the Note) is sometimes referred to as the "Personal Property," listed as follows:

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UCFI Form REGRISS (Oregon-Construction Loan Rider To The Deed Of Trust) Page - 1 -

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Width & Length: 28 x 48

The Manufactured Home includes the additional Appliances, Accessories and Furnishings:

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The Security Instrument also covers proceeds of the Manufactured Home, and all accessions, attachments, accessories, replacements and additions to it, whether added now or later. After the Manufactured Home is permanently affixed to the Real Property, it shall be Real Property, and no longer car to the nature suscined by few december feeting many

- Despite any other provision of this filder or any other Loan Document, however, Lender is not granted, and will not have, a nonpurchase money security interest in household goods; to the exist that such a socially interest would be prohibited by applicable law.
- 7. Security Agreement and Financing Statement. The Security instrument shall be a security agreement granting a Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under the Personal Property, under and within the meaning of the appscable State laws, so well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of a court, all of the Real and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such eale the Porsonal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by the applicable State laws in addition to and not in limitation of the other rights and recourse afforded Lander and/or Trustee or any substitute trustee under the Security Instrument. Borrower shall, upon demand, pay to Lander the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any expert and agents which Lender may incur in connection with: (i) the making and/or administration of the Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any property, real and/or personal, described in the Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under the Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in the Security Instrument.

Lender may, at its election, at any time after the delivery of the Security Instrument, sign one or more copies of the Security Instrument in crider that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Sorrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents which Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other cocuments are necessary to protect Lander's Interest in the Property, Borrower agrees to sign these documents whenever Lander asis. Borrower also gives Lander permission to sign these documents for Borrower.

- 8. Invalid Provisions. If any provision of the Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from the Security Instrument and the remainder enforced as if such Advances in the rame and address of the Borrower (a) control of the results of the results of the results of the Borrower (a) control of the results of the

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LED STATES STEEL TON MY 55425 EJONE HIA!

Borrower - Havadho P. Killer Mary Jane Hemen

UCFI Form REORUS (Company Construction Loan River To The Deed Of Trust) | Page - 2 -

10/10/98 (r. 09/03/97)

Loan No. 153800002592

16. Relation to Loan Agreement. The Security Instrument to subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time the Security Instrument is recorded. If Borrower falls to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's

11. Paragraph 6 of the Security Instrument

The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal recidence within 60 days after the end of the Construction Period 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 externating

All other provisions in Paragraph 6 of the Security Instrument remain unchanged.

EXECUTED this 28 day of (agraes to the terms and covenants contained in this Construction Loan Rider.	
Barrond B. Februr	(SEAL)	
BAYWOND R. KILIPER Printed Name	- Willsin Granlian	1,1
00	men (SEAL)	
MARY JANE KILMER	- Winds Louis Grattan	-
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STATE OF OREGON COUNTY OF Klamak }ss: On this 28 day of 0.00 Results of the same person(s) described in and who executed the same. Warran Transfer	(and) May Jane Kilmer to me known and known to me uted the foregoing instrument, and (a)the/they duly (jointly and severally) acknowledged to me	è) be s that
STATE OF OREGON COUNTY OF KIGMAN On this 28 day of GM Equipment R. Kil Mer To same position described in and who executed the same,	(and) Mayu Jave Kunser to me known and known to me uted the foregoing instrument, and (a) he/they duly (jointly and severally) acknowledged to me	è) be s that

ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filled for record in the records where Mortgages on real extens are recorded. Additionally, this instrument should be appropriately indexed, not only as a Mortgage but as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the

UCFI Ferm REORGS (Oregon-Construction Loan Rider To The Deed Of Trust) | Page - 3 -

10/10/95 (r. 09/03/97)

Manufactured Home Rider to Deed of Trust

- 1 Meaning of Some Words. As used in this Rider, the term "Security Instrument" means the Mongage which is dated with the same date as this Rider. As used in this Rider and in the Security Instrument, the term "Note" means the Promissory Note and Security Agreement which is dated with the same date as the Security Instrument. As used in this Rider, the term "Lender" means UNITED COMPANIES FUNDING, INC. and any subsequent holder of the Note and the Security Instrument. As used in this Rider, the term "Borrower" means anyone signing the Note or the Security Instrument as a Borrower. As used in this Rider and in the Security Instrument, the term "Property" includes the Manufactured Home, as that term is defined in the Note.
- Purpose and Effect of Rider. Lender requires Borrower to agree to the provisions that are contained in this Rider as a condition of Lender making a loan to Borrower. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT OR THE NOTE, THE PROVISIONS IN THE RIDER WILL BE CONTROLLING; THOSE PROVISIONS IN THE SECURITY INSTRUMENT AND NOTE WILL BE ELMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER. If the Federal Home Loan Mortgage Opporation, the Federal National Mortgage Association, or any other federal or state governmental agency, buys all or some of the Lender's rights under the Note or the Security instrument, the promises and agreements in this Rider will no longer have any force or effect.
- Application of Bostower's payments. I MAY PREPAY ANY AMOUNTS DUE UNDER THE NOTE OR THE SECURITY INSTRUMENT AT ANY TIME, WITHOUT PENALTY.
- 4 Lender's Security Interest. The Collateral described in the Note also shall secure the sums secured as described in the Security Instrument.
- Flood Insurance I will keep the Manufactured Home and any other buildings on the Property insured against loss by flood if the Property is located in a special flood hazard area.
- Insurance Premiums. I will reimburse the Lender for any premiums paid by the Lender for hazard insurance (including comprehensive policies) or flood insurance because I have falled to do so. I also agree that the premiums paid by the Lender will be secured by the Security Instrument.
- 7 Lander's Option to Use Insurance Proceeds. I agree that Lender will have the choice of either using any insurance proceeds to reduce the amount that I owe to Lender under the Note and the Security Instrument or for replacing and/or repairing the Property.
- 8 Hazard Insurance Co-insurance. The Hazard Insurance I obtain will not contain a co-insurance clauso, unless specifically authorized by Lender.
- 9 Lends: a Use of Condemnation Proceeds. All proceeds of any condemnation of a part of the Property shall be used to reduce the smount i owe to Lender.
- 19 Additional Rights of Lender in Event of Foresicaure and Sale. In addition to those rights granted in the Security Instrument, Lender shall have the following rights in the event Lender starts a lawsuit for foreclosure and sale of the Property.
 - a) All reasonable sums paid by Lander in starting and carrying on the lawsuit for fereclosure and sale, including reasonable attorney's fees and all costs allowed by law, together with interest on all of these sums at the interest rate stated in the Note, shall be paid by me or added to the principal I owe the Lander.
 - b) The Property may be sold in one parcel.
 - c) Lender, in any action to foreclose this Security instrument shall be entitled to appointment of a receiver without any special notice to me, and Lender shall have this right no matter what belance I owe to Lender.
- 11 AddStional Events of Default. I will be in default on the Note and the Security Instrument
 - a) If any structure on the Property shall be removed, demolished, or substantially altered;
 - if I fall to comply with any requirement of federal, state or municipal authorities (the Lender, however, may comply and add the expense to the mortgage debit); or
 - c) If the property becomes vacant or not owner occupied.
- 12 Prior Notice and Opportunity to Correct Broken Promise. Lender will give Borrower any prior notice and any opportunity to make up a

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19/10/98 (r. 06/03/97)

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Qualified in the County of

Filed for record at request of ____

State of Origon Versell C.S. CATHEROR RIMER Section

Notary Public:

to me personally known and known to me to be the individual(e) described in and who executed the foregoing instrument and duly acknowledged that

, before me personally came

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