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Vol <u>M71 Page 3770</u>

WHEN RECORDED MAIL TO

KLAMATH FIRST FEDERAL SAVINUS & LOAN ASSOCIATION 540 MAIN STREET

KLAMATH FALLS, OR 97601

ACCOUNT NUMBER

090-04-16775

TAX ACCOUNT NUNBER

MTC, 43610-KA

DEED OF TRUST

FEBRUARY 5, 1998 . The grantor is THIS DEED OF TRUST ("Scarity Instrument") is made on STEPHEN J RELLER AND R SUE KELLER, HUSBAND AND WIFE

("Borrower"). The trustee is WILLIAM L. SISEMORE

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Trustee"). The beneficiary is

THE UNITED STATES OF AMERICA and whose which is organized and existing under the laws of 540 MAIN STREET, KLAMATH FALLS, CR 97601 address is

("Lender"). Borrower owes Lender the principal sum of SEVENTY BIGHT THOUSAND SIX HUNDRED THIRTY ONE AND NO/100

78.631.00 Dollars (U.S. \$

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 MARCH 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 paragraph 7 to protect the security of this Security Instrument and (c) 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; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the panigraph below ("Future Advances").

FUTURE ALVANCES. Upon request to Borrower, Lender, at Lenders's option prior to full reconveyance of the property by Trustee to Borrowiz, may make Future Advances to Borrower. Such Fature Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. For this purpose, Borrower inevocably grants and conveys to Trustee, in rust, with power of sale, the following described property located in KLAMATH County, Oregon:

LOT 7, BLOCK 14, TRACT NO, 1064, FIRST ADDITION TO GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, CREGON.

which has the address of 5032 LAURELWOOD DR, KLAMATH FALLS [Zip Code] ("Property Address"); 97603 Oregon

[Street, City],

٦.

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unchcumbered, except for excumbrances 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:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and insurances 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 federally related

OREGON-Single Family

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Pege 1 of 5 ELECTRONIC LISEN FORMS, INC. - (800)327-9545

Form 3030, 9(90

mortgage loan may require for Borrower's escrow scouth under the felent! Real Estate Settlement Procedures Act of 1974 an amended from time, 12 U.S.C. Section 2601 et seg. ("RESPA"), index another law that applies to the Funda 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

m accordance vun applicance law. The Funds shall be held in an institution whose deposits are insured by a federal spency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bark. Lender shall apply the Funds to pay the Escrow larges. 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. Escrow Items, inkess Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender inay 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 offervise. 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 pleded as additional security for all sume secured by this Security Instrument

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender 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 beld by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

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 propayment 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 be paid under this paragraph. If

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; cr (c) secures from the holder of the lien an agreement satisfactory to Leader subordinating the lien to this Security Instrument. If Linder determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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 may make proof of loss if not made promptly by Borrower. 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 Lender that the insurance carrier has offered to settle a claim, then Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then 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 Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property or to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. prior to the acquisition. 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 unreaconably withheld, or unless extenuating circumstances exist which are beyond Bonower'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 13, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially faise 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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee take 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 Steurity Instrument, appearing in court, paying reasonable attempty fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does and have to do so. not have to do so.

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Page 2 01 5

Any amounts disbursed by Leader under this partgraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Leader agree to other terms of payment, these amounts shall bear interest from the date of instrument at the Note rate and shall be payable, with interest, upon noice from Leader to Borrower requesting payment. **7a. Hazard Injurance Warning.** Unless you, (the "Borrower") provide us, (the "Lender") with evidence of insurance overage as required by our contract or loan agreement, Leader may punchase insurance at Borrower's expense to protect the Lender's interest. This insurance may, but need not, also protect the Borrower's interest. If the collateral becomes damaged, the coverage the Lender purchased may not pay my claim Borrower makes or say claim-made against the Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere. The Borrower is responsible for cost of any insurance purchased by Linder. The cost of this insurance may be added to your contract or loan balance. If the cost is added to the contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. Effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the

apply to this added amount. Effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the

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

applicable law. 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 mortgage insurance coverage required by Londer lapses or ceases to be in effect, Borrower shall pay the premiums required to the cost obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost obtain coverage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially to Borrower of the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of equivalent mortgage insurance nremium being naid by Borrower when the insurance coverage lansed or ceased to be in effect. equivalent moregage insurance coverage is not available, borrower shan pay to Lender each monut a sum equation of the yearly moregage 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 moregage insurance. Loss reserve payments may 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 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be read to Lender.

be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the 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 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 due. If the Property is abandoned by Boirrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower of the proceeds are in matching to restoration of the property or to 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 Wilver.** 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 the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

nucles. Any horotanane of Lender and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-signs this Security paragraph 17. Borrower's covenants and agreements shall be join; and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covenants the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 Noz: (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.

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 owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it of the standards applicable law requires use of another method. The notice shall be directed to the Property Address or any by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's address other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address

oy must class man unless applicable law requires use of anomer meaners. The nonce shan be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument

stated nercin or any other adoress Lender designates by house to Borrower. Any noise 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 of clause of this Security Instrument or the Note conflicts with amplicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisancian in which the property is notated. In the event that any provision of clause of one security instrument of the Note which can be conflicts with applicable law, such conflict shall not affect ether provisions of this Security Instrument or the Note are declared to be given effect without the conflicting prevision. 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 Beneficial Interest in Borrower. If all or any part of the Property or any interest in h is 17. Transfer of the Property of a Beneficial Interest in Borrower is sold or transferred and Borrower is not a training person) without sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a training person) without sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a training person) without sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a training person) without Instrument. Lowever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Security instrument.

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If Lender exercises this option, Londer shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivized or mailed within which Borrower must pay all sums accured 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.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (ii) 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) specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, 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 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 relastate shall not apply in the case of acceleration under any secure to a secure of acceleration and occurred.

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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by annicable law.

required by applicable law. 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 20. Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property Hazardous Substances on or in the Property. Borrower shall not sentences shall not apply to the presence, use, or storage on the reactions substances on or in the property. Borrower shall not do, not above anyone ease to do, anything ancesing 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 reoparized to be appropriate to normal residential uses and

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any to maintenance of the Property. Borrower snart prompty give Lender written nonce of any investigation, chant, ternanti, tawsuit of 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 anthority, 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 As used in this peragraph 20, reacations substances are mose substances using as total or mazarous 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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to

health, safety or environmental protection.

n, sarciy of chydrominental 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 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 default of Borrower to Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require 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 unidence

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 and costs of title evidence.

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 or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the statements made interim. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the statement; and (c) any excess to the person or persons legally entitled to it.

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 shall reconvey the Property without warranty for a fee of not less than \$5.00 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
23. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee berein and by applicable law.

conferred upon Trustee herein and by applicable law. 24. Astorneys' Fees. As used in this Security Instrument and in the Note, "autorneys' fees" shall include any autorneys' fees

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 rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a pair of this Security Instrument. [Check applicable box(es)]

icck i	applicable box(es)]
	Adjustible Rate Rider
	Graduited Payment Ride

	Delloon	Ridei
_	Balloon.	

	Condominium Rider
. 1	Planned Unit Development Ricer
	Rate Improvement Rider
	Other(s) [specify]

Biweekly Payment Rider Second Home Rider

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

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Page 4 of 6

3774 BY SIGNING BELOW, Borrower scores and agrees to the terms and povenants contained in this Security Instrument and in any rider(s) executed by Retrower and recircled with it. Witnesses: (Seal) Borrower (Scal) Benewer (Scal) (Seal) Barriver -Borrower tanath County S: STATE OF OREGON, , personally appeared the above named day of February 1997 On this 573 Stophon J Keller + R. Sue Keller the foregoing instrument to be their wohnt and acknowledged voluntary act and dead. Before nie: My Commission Expires: (Official Seal) E. Deslittle Notary Public for On OFFICIAL SEAL KAY E. DOOLITTLE NOTARY PIBLIC - OILEGON COMMISSION NO. 037807 MY (IOMMISSION EXPITES SEPT 13, 1998 Form \$038 5/90 Page 5 of 5 2 .82850C2 (1810)

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1.4 FAMILY RIDER is made this 5TH day of FEBRUARY , 1998 , and is incorporated into and shall be deemed to amend and supplement the Montgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

(the "Lender")

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

5032 LAURELWOOD DR KLAMATH FALLS, OREGON 97603

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, sicurity and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, sloves, refrigurators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Forrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless lander has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. HORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 5 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

HULTISTATI: 1 - 4 FAUILY RIDER - Finnle Mos/Fredsle Msc Uniform Instrument

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G. ASHGNMENT OF LEASES. Upon Lender's request, Honower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Leader shall have the right to modify, extend or terminate the existing lauses and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Leaster all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are physical. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be catilled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

L. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Socurity Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

FEE \$40.00			CANADA AND A CANADA	G. Leijch, County Clerk	
	_A.D., 19 <u>98</u> ofMor		o'clock <u>i. M.</u> , and duly on Page <u>3770</u>		
Filed for record at request of				the <u>6th</u>	day
STATE OF OREGON: COU	NTY OF KLAMA	VITH :: ss.			
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