AFTER RECORDING MAIL TO:

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**GN MORTGAGE** ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-6929

[Space Above Tuis Line For Recording Data] Loan No DEED OF TRUST THIS DEED OF TRUST ("Security Instrument") is made on FEBI
The grantor is GUY DAVID HOLMES AND ALICE MAE HOLMES FEBRUARY 21, 1998 REGIONAL TRUSTEE SERVICES CORPORATION
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION
under the laws of STATE OF WISCONSIN ("Borrower"). The trustee is under the laws of STATE OF WISCONSIN 21731 VENTURA BLVD. SUITE 200 WOODLAND HILLS, CALIFORNIA 91364 ("Trustee"). The beneficiary is which is organized and existing Borrower owes Lender the principal sum of Fifty Six Thousand Fifty and 00/100

Dollars (U.S. \$ 56,050.00 , and whose address is Dollars (U.S. \$ 56,050.00 \_\_\_\_). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Nore"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2028 ("Lender"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in

LEGAL DESCRIPTION IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

which has the address of KAEHN RD CRESCENT 97733. (Street) Oregon \_\_ ("Property Address");

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 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to THE SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by juristiction constitute a uniform security instrument covering real property.

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

i. 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paregraph 8, in lieu of the payment of mortgage insurance premiums 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 to time, 12 U.S.C. Section 2601 ("RESPA"), unless another law that applies to the may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, of Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may one charge Borrower interest on the Funds and applicable law permits Londer 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 funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the Instrument.

The Funds are pledged as additional security for all sums secured by this Security

Single Family -Fannie Maz/Freddie Mac UNIFORM INSTRUMENT GFS Form - G000046

Amended 5/91 HIM'D' MAR 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 accessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 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 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 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 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.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to enforcement of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any the hen Borrower shall satisfy the lien or take one or more of the actions set forth anove within 10 days of the giving of notice.

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5. Hazard or Property Insurance.

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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 may make proof of loss

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not 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 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

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 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.

  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 Borrower in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith determination or proceeding, whether civil or criminal, is begun that in Lender's good faith determination with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all to the merger in writing. Borrower
- 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 to protect the value of the Property and Lender's rights in the Property and Lender's rights in the Property. Lender may do and pay for whatever is necessary which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make

Any amounts dishursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security standard equired by Lender required mortgage insurance as a condition of making the loan secured by this Security surance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage submanates previously in effect, from an alternate 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-twelfth of the yearly mortgage insurance a loss reserve in lieu of mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as surance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes svail-the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

  1 ender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 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 immediately the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be reduced by partial taking of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a 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.

Form 3038 9/90 Initials & DON If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is 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,

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver.

  Extension of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to 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 excessing 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 be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: Security Instrument: (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any Several Security Instrument; (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument; and (c) agrees that Lender and any Several Security Instrument or the Se
- Note without that Borrower's consent.

  13. Luan 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 effected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Berrower 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 bear designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any given to Borrower or Lender when given as provided in this paragraph.
- IS. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or cleuse 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 or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured 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.

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18. Borrower's Right to Reiastate.

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19. Sccurity Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for tortical time of the security Instrument. Those conditions are that Borrower: (e) 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 coverants 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 pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer.

The Note or a cartial interest in the Note (together with this Security Instrument) may

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") that 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 applicable law.

Borrower shall not cause or permit the presence use disposal storage or release of any Hazardous.

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

Borrower shall promptly give Lender written notice of any investigation claim demand leavenit or other action by any conformation.

Berrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental and knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, reprint the property is located that relate to health, safety or environmental law.

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any 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 notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and sale of the Property. The existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entended to the special payment in the paragraph 21, including, but not limited to,

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 plicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, applicable law, after the time required by applicable law, Trustee, terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may place and under the or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designated may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and atterneys' fees; (b) to all sums 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.
- Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by applicable law.
- 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded hy appellate court.

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25. Riders to this Se	curity instrument. If one or		anotheys fees awarded
		e riders are executed by Borrower an incorporated into and shall amend and f this Security Instrument.	id recorded together with this Security
agreements of this Security Inst	agreements of each such rider shall be trument as if the rider(s) were a part o	incorporated into and shall amend and	supplement the coverants and
[Check applicable hox(es)]	- a part o	uns security instrument.	and covenants and
Adjustable Rat	o nia		
		dominium Rider	
Graduated Pay	munt D' :		I-4 Family Rider
Balloon Rider		ned Unit Development Rider	1 1
11	Rate	Improvement Rider	Biweekly Payment Rider
Other(s)  specif			Second Home Rider
rider(s) executed by Passes	. Borrower accepts and agrees to the	terms	
rider(s) executed by Borrower an	id recorded with it.	terms and covenants contained in th	is Security Instrument and in any
Witnesses:			and in any
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		GUY DAVID HOLMES	(Seal
			-Borrower
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		Mr. 1 Dance	2 KMO MOOD
		ALICE MAE HOLMES	(Seal)
			-Borrower
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		***	
			(Seal)
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TATE OF OREGON,			
On this 23rd day of	Deschutes	0	
	February, 1998	County ss:	
IV DAVID HOLMES AND ALIC	E MAE HOLMES	· personall	y appeared the above named
			and anyte manied
foregoing instrument to be his / h	er / their voluntary act and deed.		and acknowledged
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Commission expires: 07/18/(	00		
officers, microscope	- -	_	
OFFICIAL SEAL		Barring	, ,
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POSIBLE PUBLIC COMPANIA	<b>A</b>		
WARRESTON NO GEARGO	<b>S</b>	Notary Public for	Oregon
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## REQUEST FOR RECONVEYANCE

SECRETARIAN DE SECRET The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or

Dated	 shall this Deed of Trust to the person or

## Exhibit "A"

Commencing at the corner between Section 36, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon and running North 0 degrees 32' East for a distance 1066.75 feet to the point of beginning; thence East 152 feet; thence North 147.5 feet; thence West 152 feet to center section line of Section 36; thence South along said section line 147.5 feet to the point of beginning.

STAT	TE OF OREGON: COUNT	OF KLAMATH: SS.	
Filed	for record at request of	D 10 First American Title	dav
FEE	\$30.00	Mortgages or Page 6403  By Artillm Green, County Clerk	
		- January Roas	_

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