AFTER RECORDING MAIL TO:

Vol. M98 Page 21186

Forest Products Federal Credit Union

P10. Box 1179

"Yamath-Falls," OR et 9760 history optage coverage to protect Londer's rights in the Propagy of accompanie with supject to Londer's approved which shall not be unfeasonably withheld. If Borrower falls to makings coverage exemiting and for the penous mat Lender requires. The insurance deinler providing the Insulance shall be consumery forrower

LOAN NO.:: 156710. Decord for Major For the Cities of the

Local processing satisfy are little to also one of an DEED of a Language of the Language of th

agrees in waiting to the payment of the obligation snotted by the flert in a manner acceptable to his sections.

Bourdwer shall promptly discharge way light which has priently over this Security management in the

("Borrower The trustee is AmeriTitle (Trustee The trustee is AmeriTitle Which is organized and The beneficiary is Forest Products Federal Credit Union, and whose address (Trustee). existing under the laws of Oregon (Lender). Is P.O. Box 1179, Klamath Falls, OR 97601 Thousand Four Hundred Twenty Five Borrower owes Lender the principal sum of Eighty Five Thousand Four Hundred Twenty Five Dollars and no/100). This debt is

Dollars (U.S. \$85, 425.00). 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 July 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt endors of the debt end

extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower Irrevocably grants and conveys to Trustee, in trust; with power of sale, the following described property located in Klamath constructions

County, Oregon: no more than two ve monthly payments, at Lendor's sole discretions

Lot 45 of LAMRON HOMES, according to the official plat thereof on file in the office of the County Clark of Klamath County Oregon by the county Clark of Klamath County Oregon it the Punds held by Lender exceed the emaquals permitted to be held by applicable law. Lender 11 decrease to

t usce and prenged as additional security for all sums accured by this Security hearingent Finals, showing creatils and decide to the Finals and the purpose for which each deby to the time as was in ide. The that interest shell be paid on the Funds. Leader shall give to Borrower, without charge, an and all converting of the required to pay becomer any interest or carrings on the Funds. Borrower and Leader may agree to writing, newspect, provides amanyise. Unless on agreement is made or applicable law requires relevant to be peak, Lender of which be ardepandent real estato tex reporting service tand by Lender as connection with this team, unless to a factors is w paints Lender to make such a charge. However, Lorder may require Borrower, to pay a one tame charge for a r eacrow account, or vertying the Secremit was, unless Lander mys Borrower interestion the Street and applicable law pay the Escron literas, camber thay not charge florrower for helding and applying the Force, and sally sacretain the

The Funds shot to held to an institution whose deposits are insured by a taderal agency in contract lety, or gody (including Lendor, if Lendor is such an institution) or in any Federal Home Loan Back, it can a result to fem as to ละเกิดเดียวรอ พระจากับอยาวินิท เราะ out on the basis of district data and reasonable patimates of expenditures of natura Escreta perior of missing so at

these, collect and male Punds in an amound figure exceed the leason aniount. Lander may any and make the minimal Plan Will of seq. ("RESIA"), talloss another law that etiplies to the Funds sets a lesser unique. It has been a second arcount under the federal field feet a some near Procedures Act of 1974 as amended from the technical and to succeed the bias such assemble a length for a sequent related mortgage from may sound the formal assemble sound in the sequent of the sequ

Copywer to Lepider, in accordance with the pleased as of paragraph 6, in fleu of the paymen [CIPJ] origin is an inner

Oregon cog mans: 97603 minus. ("Property Address") and: (c) he mit hazard of bribants and (i) and in the same for Address and transport of bribants and (i) and the same for Address and transport of the same for the sa TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and flotures 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 selsed 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 a mean to count me a majorm security instrument construct control to a probability

THIS SECURITY INSTRUMENT combines unform covergints for noticial damage non taident account with

LOAN NO. 156710 (10 50 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: 190492 2000-10140 534

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note and by this Security instrument. All of the foregoing is released to in this Security maturines as
- 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 yearly taxes and assessments which may attain priority over this security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are 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, and the supplied to the supplied in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall 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. (p) upo but a cut of all other school with the

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 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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the 5. Hazard or Property Insurance. Domover shall need the unprovements from extended coverage and any other hazards, property insured against loss by fire, hazards included within the term extended coverage and any other hazards, 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 falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with seest breducks feasiest Great Unique

OREGON-SINGLE FAMILY-FHMA/FHLMC UNIFORM INSTRUMENT ISC/CWDTOF/(0) F3/3058(0-90)-F PAGE 2 OF 6

Values 21186 FORM 3038 9/30

LOAN NO. 156710. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. An insurance posicies and renewals shall be acceptable to London and enable a 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. Lander may make proof of loss if not made promptly by Borrower.

Unless Lender, and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair the restoration or repair is not economically feasible and Lender's security is not lessened. If shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to renair or restore the Property or to pay sums secured by this Security instrument. proceeds to repair or restore the Property or to pay 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sbty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or Impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes 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 false or inaccurate information or statements to Lender (or falled 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 falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

 Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. this decority this continue of granted a

- 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 Lender Inpses 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 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-twelfth of the yearly mortgage insurance premium being these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the content of Lender Will accept, use and retain the content of Lender Will accept the content these payments as a loss reserve in neu of mongage insurance. Loss reserve payments may no longer be required, at the option of Lender, if montgage 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 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 useldung and shall perbaid to Feuget still may excess paid to Borrower, in the event of a partial raking of the Freperio

a the event of a total taking of the Frequity, the proceeds shall be applied to the same section by this frequence

LOAN NO. 156710 10

OREGON-SPACES FAMILY- PRIMA-JEHUNG UMFORM MESTRUMENT 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 writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by in writing, the sums secured by this security instrument shall be reduced by the amount of 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 market value of the Property immediately before the taking is less than the partial taking of the Property in which the fair market value of the Property immediately before the taking of the Property in which the fair market value of the Property immediately before the taking of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which t amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applied to the sums secured by this Security instrument 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 Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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

- 11. Borrower Not Released; Forbearance By Lender Not 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 payments. interest of Borrower shall not operate to release the liability of the original Borrower or Borrrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal 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 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. Any notice to Lender shall be given by first class mall 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
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the given as provided in this paragraph. 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 or a Beneficial Interest in Borrower. If all or any part of the Property or any interest
- in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 malled within which Borrower must pay all sums secured or not less than 30 days from the date this hope is delivered by this Security Instrument. If Borrower falls 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.

ander shall have the right in held like policies and renswals. It Lendar requires, Burraver shall present it govern Lander. It contains the control of the Lander Barraver shall also received govern Lander. All insurance pedicies and renewals soul be acceptable to Lander and shall include a standard morphiscs class a LOAN NO. 186210 3038 8/80

LOAN NO. 156710

18. Borrower's Right to Reinstate. 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: (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, ot 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 reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer 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.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, korosene, 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.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of 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 evidence. ATTEMPTED AND STATE

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 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. In date a surge procuse to sale to the property at any sale.

the currented's reason thangin. Tructed shall apply the proceeds of the sale in the fallowing critical (a) to set spiranty, expediant or irratiod. The reclints in the Trustee's dead strait he being had a seldone a to the trust of Trustee that deliver to the perchaser trustee's deed serveying the Property without any cave out or

warranty, expressed or implied. the statements made therein. Tru expenses of the sale, including, b secured by this Security instrume to reconvey the Property and shall or persons legally entitled to it. Suc	The recitals in the Trustee's deed istee shall apply the proceeds of just not limited to reasonable Truster, and (c) any excess to the perment of all sums secured by this Saurrender this Security instrument a stee shall reconvey the Property with person or persons shall pay any er may from time to time remove Tr	g the Property without any covenant or shall be prima facle evidence of the truth of the sale in the following order: (a) to all stee's and attorneys' fees; (b) to all sums son or persona legally entitled to it. ecunity instrument, Lender shall request Trustee and all notes evidencing debt secured by this ithout warranty and without charge to the person recordation costs: ustee and appoint a successor trustee to any a successor trustee shall succeed to all the title,
24. Attorneys' Fees. As used attorneys' fees awarded by an app. 25. Riders to this Security In if one or more riders are executed agreements of each such rider sha	I in this Security Instrument and in tellate court. Expressed and to give strument and in tellate court. Expressed and to give strument are presented and possible by Borrower, and recorded together it be incorporated into and shall are	he Note, "attorneys' fees" shall include any igg in a second of the covenants and end and supplement the covenants and this Security Instrument. (Check applicable
box(ga)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider Conjugation Rider By SIGNING BELOW, Borrow Instrument and in any rider(s) execution	th' to reinstance Security instruments action when Berning Condomining Block and Berning Condomining Block and British acceleration of Condomining Block and British acceleration of the Condomining Block acceleration of the Condomining Block and Condomining Block acceleration of the Condomining Block and Con	poment Rider Biweekly Payment Rider Second Home Rider Second Home Rider
and under other policies and use the least where where the policies where the Project very (3)	Lean of the handless to have a company of the second tension of the second tension of the second the second the second the second the second the second tension of te	(Seal) -Borrower
aby governmental programs any governmental or regulatory a Chargonnental Law of which Born treateborn authority that any one mutassary, Bornser rahali program	Lander written nolice of any invest deficy of private same involving the	cation, claims, den and, havsort or other netral complete and respectively and respectively. (Seal)
26. Hazardeus Buhetanego of ony hiszardeus sobsesed as an selecting the Processy transits or w presided use, explorage or the	Betros er shalf not causa or porn or is ma Property Bornowe <u>r shan</u> not son of eny Enyhonenant Law	his this prevence, they discussed, shortery of the comparation for the contraction and contraction to the production of the contraction of the contrac
The second se	Epace Below This Line For Ack Space Below This Line For Ack On the cyclede is the control Time /998 Line /998 Control Contr	insure we County 88:
and acknowledged the foregoing	Instrument to be their vo	med by the control of
(Official South of So	increed ascontanced at any time programmer are not the programmer and processes or the programmer are not the same and a large transfer of any other covers on the programmer are programmer at the programmer are programmer.	to the series of
STATE OF OREGON: COUNTY OF	KLAMATH: ss.	the 19th da
Filed for record at request of of A.D., 1	Amerititle 9 98 Father 11:07 O'clock Mortgages	A M., and duly recorded in Vol. M98 on Page 21186 Bernetha G. Letsch, County Clerk