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DED OF TRUST 

en latera de la companya de la compa La companya de la comp THIS DEED OF TRUST ("Security Instrument") is made on July 29, 1998 STEPHEN OLMSTEAD and ANNE MARIE OMISTEAD, HUSBAND AND WIFE 611 . 111

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("Borrower"). The trustee is AMERITITLE, a Oregon corporation hin otto , which is organized and evisting under the laws of Washington , and whose address is 1201 Third Avenue Seattle, WA 98101 principal sum of One Hundred Fifteen Picusand Two Hundred & 00/100

Dollars (U.S. \$115, 200.00 ). 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 \_\_\_\_\_ August 1, 2028 \_\_\_\_. This Security Instrument securis to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the hote; (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 10.1.1 County, Dregon: 

d to LOT 4, BLOCK 52: HOT SPRINGS ADDI'I ION TO THE CITY OF RIAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILM IN THE OFFICE OF THE COUNTY CLERK OF KLAWATH COUNTY, OREGON, TAX ACCCUNT NO. 31 39-02888-05900 

which has the address of 1217 PACIFIC TER PACE which has the address of 1217 PACIFIC TERMACE , KLAMATH FALLS (Struet) a har state and the state of th 1 nati

Oragen 97601 agen 97601 ("Property Address") <sup>[Zip Code]</sup>

TOGETHER WITH all the improvement: now or beleafter erected on the property, and all easements, appurtenances, and "lixtures now or bereafter 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."

BORRCWER COVENANTS that Borrower is lawfully selled 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. and the second a itt

1.15TI-IS SECURITY INSTRUMENT combined uniform covenants for Hatlonel like and rion-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. a statut

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UNIFOISM COVENANTS: Encrower and lender constigant and agree is follows: 1. Payment of Principal aid Interest: Prepayment and agree is follows: 1. Payment of Principal aid Interest: Prepayment and late charges. Berrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Berrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Berrower 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 aphilecable law or to a written viewer by tender; Berrower shall pay to Lender on the day reparting priority over this Security Instrument as a lien on the Property (b) yearly leasehold payments are ground rents on the Property. If any; (c) yearly leazed or property insurance intermitints; (d) jearly flood insurance premiums; (flory, (e) yearly imortage insurance premiums, if any, and (f) any sums payable by corrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortage insurance premiums. These iter is are called "Encrow hiems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a leri er for a Isderally related mortage loan may require for Borrower's escrow account under the federal Real Escite Settlement Proceedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 er seq. ("RESA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose diposits are insured by a federai agency, i

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 parmitted to be held by applicable lavy, Lender shall account to Borrower for the excess Funds in accordance with the requirements of a licable 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. Borrowor 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 Sacurity 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. 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.

Cue: fourth, to principal due; and last, to any late charges che under the Nois.
4. Charges; Liens. Borrower shall pay all taxes, essessments, charges, lines 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 Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts evidencing the payments. Borrower shall promptly furnish to Londer receipts evidencing the payments. Borrower shall promptly furnish to Londer receipts evidencing the payments. Borrower shall promptly distributes any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lian in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against inforcement of the lien in a manner acceptable to Lender; (b) contests in good faith the lien (content of the lien in a manner acceptable to Lender; (b) contests in good faith the lien; or (c) secures from the bolder of the lien in a manner acceptable to the lien in a the secure form the bolder of the lien in a manner acceptable to the lien in the lien; or (c) is appressed to be lien; or (c) is appressed to be paid on the lien; or (c) is appressed to be lien; or (c) is appressed to be acceptable.

secures from the holder of the lian an agreement satisferiory to Lender subordinating the lian to this Security Instrument. If Lender determines that any part of the Property is subject to a jun which may altain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisf, 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 nereafter erected on the Property b. Hazard or Property insurance. Borrower shal keep the improvements now existing or nereatter erected on the Property insurance 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 imprive 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 unassonably 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 hald the policies and renewals shall be acceptable to Lender's shall include a standard mortgage clause.

the right to hold the policies and ranewals. If Lander real lies, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the evens of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lander may make proof of

loss in not made promptly by Borrover. Unless Londer and Borrover 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 isseened. 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, whother or not then due, with any excess paid to Borrower. If Borrover 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 securited 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 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. Occupency, Preservation, Maintenance and Protextion of the Property: Borrower's Least Application; Leaseholds. Borrower's shall occupe, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and the cocupency, unless

occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrumant 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 croumstances 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 are such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Li ider's good faith determination, preclud as forfeiture of the Borower'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 failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, reprosentations 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 fail title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the margar in writing. **7.** Protection of Lender's Rights in the Property. If Borrower fails to perform the downers, and agreements contained in this

5. 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 effect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lurder 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 to the property bird the device of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured to the property and the property in the property.

bankruptcy, probate, for concernation or tor-entror or to amore news or regulations, then this an may be one pay an enclose and necessary to protect the value of the Property and Lender's lights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument jappeering in court, phying reasonable attorneys' tees 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 agrae to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with init rest, upon notice from Lender to Borrower requesting payment.
8. Mortgage Insurance. If Lender required mortginge insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to insintain the mortgage insurance in effect. If, for any reason, the mortgage 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, for an alternate mortgage insurance previously in effect. It substantially equivalent mortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance previously in effect, for an alternate mortgage insurance previously in effect, it approved by Lender will accept, use and regime mortgage insurance previously in effect. It substantially equivalent mortgage payments as a loss reserve in lieu of mortgage insurance, loss reserve payments and loss reserve in lieu of mortgage insurance, soverage to equired by Lender, bor or engade or censed to be in effect. If or equired, at the option of Lender, if mortgage insurance coverage in the insurance, coverage insurance coverage insuranc or applicable law

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SI. Inspection. Lender or its agent may male reasonable entries upon any inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cruse for the inspection. The properties of any available or clim. for damages, direct or consequential, in conception with, any to concerning or other taking of any part of the Property, or for conversion lies of condemnation, are hereby assigned and shall be paid to have a second property.

to Linder. In the event of a total taking of the Property, the proceed shall be applied to the sums sectred by this Security Instrument, In the event of a total taking of the Property in which the fair market value whether or not then due, with any excess paid to Europyer. 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 of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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 Europeur and ender otherwise egreat in writing, the sums secured by this Security Instrument shall be jeduced by the amount of the property 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 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 and Londer otherwise agree in writing or unless tess than the amount of the sums secured immediately before the taking, unless Borrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds she I be applied to the sums secured by this Security Instrument whether or not the sums are then due.

are then due. If the Property is abandoned by Borrower, cr if, after notice by Lender to Borrower that the condumnor 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

If the Property is abandoned by Borrower, if if, after notice by Lender to Borrower inat the condiminer offers to make an avead or sected and apply the proceeds, at its option, eith is to restoration or repair of the Projecty or to the surfs secured by this Security Instrument, Webler or not the notice is given. Lender is activated to the mortily adjornants referred to in pit girphs 1 and 2 or chings the ancunt to such payment or modification of a function of the surfs secured by this Security Universe agets in writing, any application of proceeds to principal shall not extend or postpone the antro its digraphs the mortily adjornants referred to in pit girphs 1 and 2 or chings the ancunt of such payment or modification of anorization of the suins secured hy this Security Instrument grantid by Lender Not. Extension of the interest of Forower shall not appeared to commence proceedings to refease the liability of the originat Borrower of a creater clearly is shall not be required to commence proceedings to refease the liability of the originat any systems of any infector remecty. Lender in a successor in interest of any offshor refease to a successor in a successor in an error of successor in any demand maile by the original Borrower or Borrowr's successor in an terrest. Any forbearance by Security Instrument by reason of any demand maile by the criginit Borrower or a part opticate to any right or remet? Instrument to a vaive of any reflector and by the Borrower's uncosions of purgraph 17. Instrument shall bind and benefit the successor and assigns of Lender and Borrower. Successor in the Property and agreements of this Security Instrument and Ici and severe any other Borrower any accommutations with regard to the terms of the Security Instrument. Any Borrower any accommutations with the Property and the secure and the secure any application of the sums secure and the secure any re

If Lender exercises this option, Lender shall give Borrowur notice of acceleration. The notice shall provide a seriod of not less than 30 days from the date the nutice is deliverate or malled within which Borrower must pay all surp secured by this Security Instrument. If 30 days from the date the nutice is deliverate or malled within which Borrower must pay all surp secured by this Security Instrument. If 30 days from the date the nutice is deliverate or mand or Borrower.
18. Borrower's flight to Feinstato.
19. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any tipe prior to the either off (a) 5 days for such other period as applicable law may specify for this Security Instrument. Those conditions are that Borrower: (b) gays Londer all sums which them would be due under this enforcing this Security Instrument. Those conditions are that Borrower: (b) gays Londer all sums which them would be due under this activity Instrument and the Note as if no acceleration had occurred; (b) cures any defluit of any other covenants or agreements; (c) pays factors in enforcing this Security Instrument, including, but not kinited to, reaschable attorneys' fees; and (d) takes such at expenses incurred in enforcing this Security Instrument is set inty notice to assure that the lian of this Security Instrument, and the obligation to pay the sums secured herebr, shall remain fully effective as if no acceleration had occurred. Howaver, this right to instrument and the obligation socred herebr, shall remain fully effective as in a change in the entity (known as the "Loom Servicer") has sold one or more things of loan Servicer". The Note (if a pay is the collect monthy payments due under the Note and this Security Instrument, induced and the security instrument in the security instrument in the Note change of Loan Servicer with a parisable thereat in a number of the change in the toolect monthy payments due under the Note and this Security Instrument. The cobligation to pa

roance with chytronmental Law. As used in this paragraph 20, "Har indous Substanties" and those substances defined as toxic or hazardous substances by in accordance with Environmental Law.

As used in this paragraph 20, "Har indous substances" and those substances defined as toxic or nazardous substances by Environmental Law and the following substances: gasoline, berosene, other flammalile or toxic petroloum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehydo, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or material instantial.

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environmental protection. NON-UNIFORM COVENANTS. Be rower and Lender further covenant and agnee as follows: NON-UNIFORM COVENANTS. Be rower and Lender further covenant and agnee as follows: 21. Acceleration: Remadles. Lender shall give notice to Bornower prior to acceleration following Borrower's breach of any 21. Acceleration: Remadles. Lender shall give notice to Bornower prior to acceleration following Borrower's breach of any covenant or suprement in this Security Information Item into prior to acceleration and agnee as follows: covenant or suprement in this Security Information Item into prior to acceleration of a data (1) the default (1) the interior required to cure the default (2) a date, not less than 30 days from the otherwise). The notice shall specify: (a) the ideal the interior required to cure the default (2) a date, not less than 30 days from the interior is given to Borrower, by which the default must be cured; and (2) that failure to cure the default on or before the date is a secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the ight to instate after a coleration, and the ight to bring a court action to assert the ron-existence of shall further inform Borrower of Borrower to acceleration indicate, and (3) the default is not cured on or before the date specified in the a default or any other defense of Borrower to acceleration indicate, and the ight to this Security Instrument without further demand notice; Lender in its option may inspire infinite after a performant in full of all sums securities by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall entorneys' frees and costs of the evidence.

Page 3 of 4

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If Dender invokes the power of sale, Leinder shall create or crease Trusted to execute it written notice of the occurrence of an event of default and of Lender's election to cause the Project to be said and shall cause such instead to be recorded in each county in which any part of the Property is located. Lender is Thistee shall give instead is updicided in the resumer prescribed by applicable law to the Borrowar, shall sell the Property at public auction to the highest bider is the time and piece and under the Property by of sale in one or more parcels and many order. Thistee interviews. Trustee and parce of any previously scheduled sale. Lender or its designed may purchase the Property at any public antipute its bit of the index of the property at the Property at any previously interviews.

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sate. Trustee shell deliver to the purchaser Trustee's died conveying the Property without say coverant or warranty, expressed or implied. The recitals in the "rustee's deed shall be prime factorized evidence of the state from the statements made therein. Trustee shall apply implied. The recitals in the "fustee's deed shall be prime factorized in the statements made therein. Trustee's and the proceeds of the sale in the following order: (a) to all expresses of the sale, including, but i of finited to, reaconable Trustee's and the proceeds of the sale in the following order: (a) to all expresses of the sale, including, but i of periods legally entitled to it: attorneys feets; (b) to all sums sourced by this Security in trument; and (c) any excess to the person or periods Trustee to record the attorneys feets; (b) to all sums sourced by this the suburd to the suburd to the suburd to the state of the sale of the

attorneys' fees; (b) to all sums socured by this Security Interrument; and (c) my access to the parson or persons legally entitled to it.
22. Reconveyance. Upon payment of all sums socured by this Socurity Instrument, Lencer shall request Trustee to reconvey the Property and shall surrester this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall be parson 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 to the parson of the Property, the successor trustee thall succeed to all the title, power and duties conferred upon trustee abarin and by applicable law.

hereunder. Without conveyance of the Property, the sources international in the Note, "attorneys' fees" shall include any attorneys' fees 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees avaided by an appellate court. 25. Ridens to this Security Instrument. If one of more riders are executed by Borrower and recorded together with this Security 25. Ridens to this Security Instrument. If one of more riders are executed by Borrower and recorded together with this Security 25. Ridens to this Security Instrument. If one of more riders are executed by Borrower and recorded together with the covenants Instrument, the covenants and egreements of each such rider shall be incorporated into and similar and and supplement the covenants and egreements of this Security Instrument as if the rider is were a part of this Security Instrument. Instrument of this Security Instrument as if the rider is were a part of this Security Instrument. 1. Check applicable box(es)]

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			trained in this Security Instrument
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and in any rider(s) executed by Borrower and	a recomed with it.	[1:5-1] 11 # 독일 (141] - 247 11의 가격하	

and in any rider(s) executed by Borrower and recor	led with it. The second s
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On this 3 51 day of 1111	personally appeared the above named
STEPFEN OLMSTEAD and ANNE MARIE	CESTERS
	total and another act and died.
and acknowledged the foregoing instrument to	xed the day and year in this certificate above written.
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	가 물러 있는 것 같은 방법에서 있는 것 같은 것을 가지 않는 것 같은 것 같이 있는 것 같은 것 같이 있는 것 같이 있는 것 같은 것 같이 있는 것 같이 있는 것 같이 있는 것 같이 있는 것 같이 있
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	to: 11 Puter aconstate [2000 sch 12 ftm
STAFE OF OREGON: COUNTY OF KLAMATH :	
그는 것 이 물건은 가슴 걸었는 것 같아요. 이 가슴 것 이 물건이 있는 것 같아요. 물건은 문화	t s 6≠b dav
Filed for record at request of Amer 11 of August A.D., 19.93 at	P. M. and duly recorded in Vol
of <u>August</u> A.D., 17 25 of <u>Morts</u>	
	By Antillia Ringel

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