AU 12 PJ 25 Vol. <u>M98</u> Page 25675

UPON RECORDING RETURN TO:

U.S. Beink

Atten: Document Control Department

6000 Atrium Way

Mt. Laurel, NJ 08054

MTC 45311-KR

LOW NUMBER: 1928092

ORIGINAL

199 670111994

HEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 1117H, 1993. The grantor is VERA F ("Elotrower"). The Trustee is FIRST (MERICAN TITLE INSURANCE CO. ("Trustee"). The Beneficiary is U.S. Bank National Association, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5000 ATRIUM WAY, MT. LAUREL, NEW JERSEY 08054 ("Lender"). Burngiver owes Lender the principal sum of FURTY TWO THOUSAND AND 00/100 Dollars (U.S. \$ 42,000.00). This debt to evidenced by Bostower'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 SEPTEMBER OIST 2028. This Security Insurament securies to Lender: (a) the repayment of the dept evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sum, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borzower's covenants and agreements under this Security Instrument and the Note. For this purpose. Burrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS: 526 TOTHEY STREET

BEIEG THE SAME PREMISES CONVEYED TO THE MOUTGAGORS HEREIN BY DEED BEING SHOURDED SIMULTANEOUSLY HERENITH! THIS BELING A PURCHASE MINEY MORIGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ISOVE DESCRIBED PREMISES.

PREJARLO BY: Junit H. Pettir

which has the address of 526 TORREY STREET KLAMATH PALLS Oregon 97601 ("Properly Address");

TOGETHER WITH all the improvement now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the prepenty. All rest accusints and additions shall also be covered by this Security Instrument. All of the foregoing is referred at in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is iswifully leized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unrescumbined, except for encumbrances of record. Horsewer warmens and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT correspond uniform coveraints for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform society instrument covering real property.

CHESTIGAN . SINGS PARTY - PLEASE Model Fredlic Man; UNB 1 And INSTRUMENT 114 Ites. 193 (001(0)

Warm 1818 9714 treet | of 5 Street

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

Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidencer by the Note and any prepayment and late charges due under the Note.

Funds for Taxes and Insurance. Subject to applicable latt or to a written waiver by Lender, Borrower shall pay to Lander on the day monthly payments are due inder 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 mortt age 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 mortginge 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 accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Linder may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Idan, 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 Bunds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly phyments, at Lender's sole discretion.

Upon payment in full of all sums secure I by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2., 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.

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; feurth, to principal due; and last, to any late charges due under the Note.

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 puragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge are lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the light 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 (t) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Insterment. 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.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Leader requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The it surance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withfield. 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 renewels thall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Barrower.

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 economically frusible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abancions 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 30-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly paynt hats referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, florrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the a quisition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Occupancy, Preservation, Maintenance and Protection of the Property; Horrower's Loan Application; Leascholds. 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 Preperty as Boirower's principal residence for at least one year after the date of occupratey, unless Lender otherwise agrees in writing, which consent shall not be ultreasonably williheld, or unless extentiating sircumstances exist which are beyond Borrower's control. Borrower shall not destroy; damage or impair the Property, at ow 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 hisult in forfeiture of the Froperty or observise materially impair the lien created by this Security Instrument or Lender's security interest. Bod ower may care such a default and re-instate, as provided in paragraph 13, by Causing the action or proceeding to be discussed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the roberty or order 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, 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 agi les to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy probate, for condemnation or forfeiture or to enforce laws or regulations), then I godd now do not be a 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 daying 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 disjursed by Lender under this paragraph 7 still become additional debt of Borrower secured by this Security Instrument. Unless Florrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be phyable, with interest, upon notice from Lender to Borrower

requesting payment.

8. Mortguige 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 inquired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrover of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mor gage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelft; of the yearly inortgage insurance premium being paid by Borrower when the insurance coverage larised or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Less reserve j ayments may no lorger be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender of 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. Condemanation. The proceeds of any award or blaim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, by for conveyence in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the froperty, the proceeds shall be applied to the sams secured by this Security Instrument, whether or not then due, with it y excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums set ared immedia; ly before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be gaid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Leader 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

If the Property is abandoned by Bornewer, or if, after notice by Lender to Bornewer 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 surns secured by this Security Instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the menthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Formarance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the surns sedured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the bibility of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the suris secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and igreements 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 surns secured by this Security Instrument, and (c) affects Leader and any other Borrower may agree to extend, modify, forbeat or make any accommodations with regard to the terms of this Security Instrument or the Note without that

Borrower's consent 3061A Hev. 4/93 (DORO)

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13. Loan Charges. If the loan secure by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the interest or other form charges collected or to be collected in connection with life loin exceed the permitted limits, then (a) any such form charge shall be reduced by the amount nticessary 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 applical) a law requires use of another method. The notice shall be directed to the Property Address or any other address Borrover designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the 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. Bonower shall be given one conformed copy of the Note and of this Security Instrument.

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 teneficial 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. He wever, 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 mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sures prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without fur her notice or demand on Borrowe:.

18. Borrower's Right to Reinstate. If Borrower resets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discentinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstalement) 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 of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate stall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Survicer. 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 Livan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written at fice 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 Projectly. Borrow r 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 qualities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Linder 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 of er remediation of any Hazardous Substance affecting the Property is necessary,

Borrower shall promptly take all necessary femedial 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: gasoling, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, 'Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Entrower and Linder thinker covenant and agree as follows:

21. Acceleration; Remedies. Lend ir 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 otherwist). 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 deft alt 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 accele ation 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 as d may invoke the power of sale and any other remedies permitted by applicable lav. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this garagraph 21. including, but not limited to, reasonable attorneys? fees and costs of title evidence.

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If Lender invokes the power of sale, Lunder shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lunder'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 a plicable law to Bornower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrover, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, 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 expense of the sale, including, but not limited to, reasonable Trustee's and attorneys' 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title,

power and duties conferred upon Trustee here n 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 by an appellate court,

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25. Riders to this Security Instrument. If one or more riders are executed by Borrowes and recorded together with this Security Instrument, the covenants and a reements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were apart of this Security Instrument. [Check applicable box(as)]

Adjustable Rate Rider	□с	ondominium	Rider	Biweekly Payment Rider Second Home Rider		
Graduated Payment Rider	r EP	lanned Unit I	Development Rider			
Balloon Rider	□R	ate Improven	nent Rider			
Other(s) [specify]						
BY SIGNING BELOW, B Instrument and in any rider(s) execu	orrower accept	s and agrees r and recorde	o the terms and c	overants contained	in this Security	
Witnesses:		<u> </u>	JRGESS ((Seal)	
		VERA F BU	JRGESS (1)		-Borrowe	
					(Seal)	
					(Seal)	
					-Borrowe	
					(Seal)	
					-50110**	
	[Space	Below This Line I	For Acknowledgement			
STATE OF OREGON, KLAMA		County of			+ + + + + + + + + + + + + + + + + + +	
The foregoing instrument was		pefore the this	11TH day of AUGU	157, 1998, by VER.	A F BURGESS	
OFFICIAL S KRISTI L. R	EAL 6	SIGNATU	RE			
HOTARY -DBLIC -	. C48316	1/07	ARY PUBL	IC FOR OK	E60N	
MY COMMISSION EXPIRES NO	/ 10, 199] ()	TITI.E OR	RANK OF OFFICE	SR .		
[Seal]		SER AL N	IUMBER, IF ANY			

EXHIBIT "A"

Lot 1 in Elock 11 of KLAPHITH LAKE ADDITION to the City of Clemath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Gregon.

STATE	OF CRUGON: CO	DON'TY OF KI	LAIVIAI H: SS.					
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		of	<u> Mortgage</u>		(in Page <u>29 f</u>	7 <u>5 </u>	Tarra des Cilonde	
FEE	\$26,00			Ву	Katillin	Leisch (Lounty Clerk	
	7,010							