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222 S 6TH STREET, KLAMATH FALLS, OR 97601 TOOL TO BE A STREET OF THE STR ("Trustee"). The beneficiary is SOUTH VALLEY BANK & TRUST

which is organized and existing under the laws of AN OREGON BANKING CORPORATION , and whose address is PO Box 5210, KLAMATH FALLS, OR 97601

("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Thousand Three Hundred and no/100

The same of the property of the property of the Dollars (U.S. \$170,300:00 and the same). 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 September 1, 2029 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of Lot 272, RUNHING Y RESORT, PHASE 3, according to the official plat thereof on file and in the office of the County Clark of Klameth County, Oregon. The party from the property of the party of

THE STATE OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE STATE OF THE PROPERTY AND ASSESSED. which has the adultes of 6133 COOPERS HANK ROAD KLAMATH FALLS Steel, Cityl Oregon 97601 [Property Address");

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TOGETHER WITH all the long recommendative property and all ease news, apparticularly and additions shall also be covered by this Scource. Lesippose of All of the floors one is referred to in this Society Institution as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

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:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu 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 3, 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. Section 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

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, 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

Upon payment in full of all suras secured by this Security Instrument, Lender shall promptly refund to Borrower any Fundis 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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 forrower a notice identifying the lien. Betrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. the first gardening bedieved.

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Property has used against loss by first, bazasus nesteded within the term "extended coverage" and any other hazands, including nords or specing, for which Leads requires inscence. This insurance shall be maintained in the amounts and for the periods that Leavist requires. The insurance causes imputing the insurance shall be chosen by Borrower subject to Lender's approval which shall, not be unreappably withheld, if Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage up protect Lender's rights in the Property in accordance with paragraph 7.

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

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 feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then 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 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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Barrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender 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 forteiture 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 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 learshold, 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 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, probete, for conderanation 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 emering on the Property to make repairs. Although Lender may take action under this paragraph

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

3. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Bostower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Bottower 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 mortgage insurer approved by Lender. If substantially equivalent manage 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 paid by Borrower when the insurance coverage lapsed or caused be in effect. Lender will accept, use and remain these payments as a loss reserve in heur of morngage insurance. Loss reserve in heur of morngage insurance. Loss reserve in heur of morngage insurance. (1988) angles of particles of policies a september of the state of the control of CANONI RESOLUTE TO CONTROL SERVICIO DE CARRETTE EN LA CARRETTE DE CARRETTE DE LA CARRETTE DE LA

payments may but songer be required, at the option of Lawler, if mortgage insurance coverage (in the ancunt and for the period that Lender requires) provided by an insurer approved by Cender again becomes available and is obtained. Borrower shall pay the premiums regarded to maintain most age insurance in effect, or to provide a loss reserve, until the requirement for moragage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9) inspection. Lender or its igent may make reasonable carries 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; Condomnation. The proceeds of any award or claim for damages; direct or consequential; in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately tefore 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 secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

secured by this Security Instrument, whether or not then due.

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

11. Berrewer Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the soms secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in 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 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. Netices. 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 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 this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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. Dorrower'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 existation reserve 19311-65 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 sums prior to the expiration of this period, Lender may invoke any remedies

perminted by this Security Instrument without further notice or demand on Borrower.



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18. Thurswer's Butle to Believiste. If Suprover meets extrate conditions, Bostower shall have the right to have distributed a Report to Hermania. If structurer meets certain conditions, Bostower shall have the right to have applicable as may specify for reason decreased as any time prior to the earlier of: (a) 5 days (or such other period as Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Security framenen; or (0) entry of a program emercing this Security instrument. Incre conditions are that Borrower: (a) pays Lender all surns which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) causes any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys faces; and (d) takes such action as Lender may reasonably require to assure incrocing, our not immed to, reasonable anameys ness; and (a) takes such action as Lenger 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 this occurry instrument such commune instrument. Upon reinstatement by nonrower, this security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

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 as the Loan Servicer) may concern meaning payments one under me twose and may 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 or more changes of the Loan Servicer unrelated to a safe of the twoie. 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 given women nonce of the change in accordance with paragraph 14 above and appreadic law. The nonce 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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 142 Hazardous Substances, horrower snau not cause or pennet the presence, use, disposar, storage, or release or 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 respectly may as it in violation (it any environmental Law. The precenting two sentences smart not apply to the presence, use, or storage on the Property of small mainties of Hazardous Substances that are generally recognized to be appropriate to normal residence in the and to maintenance of the Property.

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Borrows of all promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any and the property and any Hazardons Substance or Environmental Law of the Bonowir has actual knowledge. If Bonower learns, or is notified by any governmental or regulatory authority, that any percent of other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by As used in this paragraph 20, triazardous substances are mose substances defined as toxic or nazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in pessiones and deroicides, volume solvents, materials commanded assestos or formaldenyde, 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 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 21. Acceleration; Remedies, Lender shall give notice to norrower prior to acceleration ionowing norrower's preach of any covenant or agreement in this Scientity 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; applicable law provides otherwise). The notice shan specify: (a) the because; (b) the action required to cure the deraunt; (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 that satisfy the date small in the notice is available in the notice in available of the cured; and (c) a case, not less than 50 cays 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 sum of the right to (d) that range to cure the cenami on or perore the case specimed 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 secured by this Security instrument and saie of the property. The nonce shall further inform borrower of 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, detense of porrower to acceleration and sue, it the testion is not cured on or perore 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 the notice, and any other manadisc normitted by applicable law. Londer while he Lender, at its option, may require immediate payment in run of an sums secured by this Security instrument without further demand and may invoke the power of sale and say 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' tees and costs of time evidence.

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 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 manner prescribed by applicable law to norrower 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. older 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

Trustee determines. Trustee may postpone sate or an or any parcer or 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, therein. Trustee shall annot the proceeds of the sale in the following order: (a) to all expenses of the statements made expressed or implied. The recitais in the Trustee's decu snarr be prima tacte evidence of the truin of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but the national statement and the sale including, but the national statement and the sale including the sale

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 and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument and Instrument Instru feconvey the Property and shall suffered this Security instrument and an ienes evidencing dear secured by and Security lastrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such restrument to trustee. I custee snan reconvey the Property without warranty to the person or persons against entitled to it. Such as the conveying the state of the same state person or persons shall pay any recordance costs. Lenger may ename such person or persons a fee for reconveying the property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is

property, our oney it use toe is paid to a unite party town to appear a service and appears a successor irustee to any Trustee.

2.3. Substitute Trustee. Leader may, from time to time, temove Trustee and appears a successor irustee to any Trustee. appointed hereinder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee lettein and by applicable lawscastes (a time) product and assessment of the

24. Attendeys' Form. As used to this Security Instrument and in the Note, "anomeys' fees," shell include any ano Seri avanted by an appellate count

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Graduated Payment Rider Balloon Rider	Rate Improvement Rider	Second Home Rider
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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this

LN# 830083531 SEPTEMBER 1998 decined to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security inso unners,") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTH VALLEY BANK & TRUST proceeding the process of Angle Separation processes accounts.

(191), definition of acquisition with sum in an an animal of the account since of the "Lender!) of the same date and covering the Property described in the Security Instrument and located at: the organization with an electric

6133 COOPERS HAWK ROAD , KLAMATH FALLS, OR 97601 and a state of the The Property includes, but is not limited to, a percel of land improved with a dwelling, together with other such percels and certain common areas and facilities, as described in वकारिता र काम् प्राप्तः के ते ते तहा हो है । भावता हो हे भू ते प्राप्त है । स्वतिकार है । के पूर्वर है । हार्व इंदर्ग

(the 'Declaration'). The Property is a part of a planned unit development known as The tipe in the first was the constitution of D. Candenger and the ground in the state of the state of

(the "P(D"). The Property also includes Borrower's inserest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the

PUD COVENANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents; The Constituent Documents are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. The guarantees of the gradient production and the contraction of the c

MULTISTATE PUD RIDER - Single Family - Famile Mac Fraddle Mac UNIFORM INSTRUMENT Page 1 of 3

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B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of

the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policyses, their or a supplication to the manufactories above policies of the property between

Berrower shall give Lender prompt notice of any lapse in required bazard insurance coverage provided by the master or blanket policy, new provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property; or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and

extent of coverage to Lender.

THE LEADING TASK

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coverant 10.

E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's

prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by hiw in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the expense benefit of Londer; who wastered his gladed a recuper where permits become the permits

(iii) termination of professional management and assumption of self-management of the Owners. Association; or

which which would have the effect of rendering the public liability insurance coverage main would by the Owners Association proceedable to Lender. Proceeding to seems governous and the grantes in marcon took in the first the presentation in the present in the present of the presentation of the contract of the presentation of the

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts distursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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AP# C CORP 1-4 FAMILY RIDER Assignment of Rents

Section 1

रेके एक पार हर्षांक केव केव की प्रतिकार है जिसे के कि कि कि THIS 1-4 FAMILY RIDER is made this day of SEPTEMBER 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to Security Deed (the Security Instrument) of the Security Borrower's Note to SOUTH VALLEY BANK & TRUST ेर हो होते हुन है। सुन रामान्यक्षा सिर्वाहर के होते जा है कि साथ में है सिर्वाहर कर का साथ है। असे हा मार्टर क बाहि कर , इ.स.) अनुनार है के मार्ट के साथ सम्बद्धित है साथ है कि साथ के कि अनुनाम सिर्वाहर के साथ स्थानिक से ह

"Lender") of the same date and covering the Property described in the Security Instrument and located at: त्रिक्ति । विकास महाराज्यसम्बद्धाः स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य स्वार्वे सम्बद्धाः अत्र कृष्ट्रसम्बद्धाः स्वार्वेष्ट्रसम्बद्धाः स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य स्वार्वेष्ट्रस्य

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

MULTISTATE 1-4 FAMILY RIDER - France Mine/Freddie Med Uniform Instrument Page 1 of 3

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

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

permission.

D. RENT LOSS INSURANCE. Bor. wer shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5, and a con-

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

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

G. ASSIGNMENT OF LEASES. Upon Londer's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean

"sublease" if the Security Instrument is on a leasehold.

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

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

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Pala 2 of 3

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

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

paragraph.

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

Instrument are paid in full.

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

the remedies permitted by the Security Instrument.

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		Extrower		-Borrower
57U (9801)		Page 3 of 3	에 발표하는 보고 있는데 함께 다른다. 호텔 등도 있는데 하는 것이 되었다.	orm 3170 9/90
OF OREGON: COUNTY	OF KLAMATH: ss.		살이 물을 된다고 하는 것이다. 경설 기를 받을 것 같다. 그런 그들이 말했다.	
or record at request of	Amerititle		the	20th
October A	D., i9 98 at 11	: 36 o'clock	A. M., and duly recorded in	Vol. M98