AFTER RECORDING, MAIE TO SECRETE LIMITED AND SERVICE SERVICES AND SERV 13 (and the street subset) of subset was allowed by about the Line For Recording Date) of the Line For Recording Date) of the Line For Recording Date) of the Line For Recording Date. RS-45 e consideration of the constant of the second second of the second of th chiek lang and all procession is the first of from DEED OF TRUST, because at over their recent, should not be a part of the first of the first of the contract of the first of e skaldanilička višena ad iz Lemana i or kamba sad besensa veter i viš best streta ad id kora požinicem ser i oval veterine in zmenia upidrati ina nemotograd nice se kosene to a war for the translation of start to a suppose of 1. Well start has been against the acceptance of a secre-adored at your line to the constant of a suppose as acceptant had a suppose the suppose of the contract of the ne heard considered trace of the delicities are required as the first for the companies of the first by the grant of the first properties of the first The relegions alter to vehicle ! THIS DIED OF TRUST (Security Instrument) is made on October 19, 1998..... The grantor is: ("Bonower"). The trustee is "CRATER TITLE INSURANCE, a Oregon corporation ("Trustee"). The beneficiary is Washington Mutual Bank , which is organized and existing under the laws of Washington ; and whose address is ("Lender"). Borrower owes Lender the 1301 Third Avenue Seattle, WA 98101 principal sum of Fifty-Five Thousand & 00/100 Dollars (U.S. \$ 55,000.00 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 November 1, 2013 Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewels, 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 uncer this Security instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trait, with power of sale, the following described property located in Klamath Curit. Order to engage a service of a contract of a contra ting saled an one time at the order Leading England less i not me la moment by Baltinger A. Compared to the control of the rest of the sections of the section of the sect Calculated the description of a structure of the state of the second states at the second of the state of the second of the seco According to an incidental process at a few welling, any application of swiders process of the case of the process at a few process. It is not the case of the process of t and being the course's content. Outrower and reported by analytic flus reporting was a result being the analytic of the content of the property of the content of the conte Which has the address of 11919 BWY 146 EAST No is seened a great of an an analysis of the second seemed to the sec 175745 55755 erangsa yan Aribatti bes 机翻点 網 的 ("irroperty Address"); Oregon 97633 "Low south and three states and the TOGETHER WITH all the improvements now or heregiver erected on the property, and all easements, apourtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally that title to the Property against all claims and demands, subject to any encumbrances of record the best the second of the second THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with more of an year along limited varietions by jurisdiction to constitute a uniform security instrument covering real property.

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The property of Principes and Interest Property and List Charges and follows:

1. Fearpers of Principes and Interest Property and List Charges. Somewar shall promptly pay when due the principes of and interest on the debt evidenced by the Note and any property and lists Charges due under the Note.

2. Fairle for Taxes and Interest Property in any lists of the grant of the Note and any property in any lists of the Note and any property in any lists of the Note is paid in full, a sum ("Smids") for; (a) yearly taxes and esseaments the day notifiedly payments are due under the Note, until the Note is paid in full, a sum ("Smids") for; (a) yearly taxes and esseaments which may attain priority over this Security Instrument as a sen on the Property; (b) yearly leavehold, payments or ground rents on the Property, if arry, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums. These items are called "Escrow items." Lender may require for Borrower's escrow in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's escrow in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's escrow 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 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 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 in an amount as lender is such an institution or in any Federal Horna Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender, if Lender is such an institution or in any Federal Horna Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless may not charge for an independent real estate tax reporting service used by L

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 excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not excess Funds in accordance with the requirements of applicable law. the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at

Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Psyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any represented charges due under the Note: second to ampulate payable under paragraph 2; third to interest

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

rectly, 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 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 determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give

S. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. Shall be maintained in the amounts and for the periods that Lender requires. The which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The which Lender requires insurance shall be disease by Borrower subject to Lender's approval which shall not be unreasonably insurance center providing the insurance shall be disease by Borrower subject to Lender's approval which shall not be unreasonably insurance.

insurance carrier providing the Insurance shall be chosen by Borrower subject to Lender's approval which shall not be unvesceneous withheld. If Borrower fails to maintain occurage 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 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 renewal notices.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not damaged, if the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whather or not then due, with any excess paid to Borrower. If Borrower abandons the Property or to pay sums secured by this Security Instrument, whather or not then due. The 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

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.

Unlass 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 incurence policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, setablish, 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 within sixty days after the date of occupancy, unless and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless are beyond Borrower's uniting, 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 language or impair the Property. Borrower's control, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in language or impair the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may core such a default and reinstate, as provided in paragraph 18, by causing

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 action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender also be in default if Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, representations concerning Borrower's coccupancy of the Property as a principal residence. If this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, the leasehold and the fee title Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in secasasry 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 resonable attorneys' fees and entering on the by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the property. Lender each of the property and Lender's rights in the property. Lender does not have to do so.

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Property to make repairs. Although Lender may take action under t THE PROPERTY OF THE PARTY AND THE PROPERTY AND THE PROPERTY OF or applicable law.

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to Lendar.

In the event of a total taking of the Property, the processa shall be applied to the same secured by this Security Instrument whether or not then due, with any excess paid to Borrower. In the avent of a partial taking of the Property in which the fair market value of the Property in unique Borrower and Lender otherwise agree in writing, 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 that the reduced by the property in unique to the property in the sums secured by the sums secured by the sums secured by the sums secured to before the taking, unless Borrower and Lender otherwise gree in writing the sums secured to the property in the sums secured to the property in the sums secured to before the taking. 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 emount 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 applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums applicable law other wise 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 demages, Borrower tails 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 Lendar and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the

due date of the morthly payments referred to in peragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbestance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander 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 to release the liability or 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 exiginal 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 shid benefit the successors and assigns of Lander 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

Instrument shall bind and benefit the successors and assigns of Lenger 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 Lander 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. Loss Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finely interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class 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 diven to Borrower or Lender when diven as provided in this paragraph.

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 paregraph.

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 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 and the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than

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, Lendar may invoke any remadies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for this Security instrument discontinued at any time prior to the earlier of tall o days for such other period as applicable law first specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but 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's this Security Instrument and the obligations secured heraby shall remain fully effective as if no acceleration had occurred. However, this right to instrument and the obligations secured heraby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lander written notice of any investigation, claim, demand, lawsuit or other action by any governmental on equistory spancy or private party involving the Property and any Hazardous Substance, or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remediat actions in accordance with Environmental Law.

remediation or any mazardous soustenes ensuring the reports assessment of the coordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum products, toxic pesticides and harbicides, volatile solvents, materials containing subestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means faderal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

environmental protection.

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

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under peregraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice 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 is given to Borrower to the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to relatate after acceleration, and the right to bring a court action to assert the non-existence of a default or any other defaults of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require inneedate payment in full of all sums secured by this Security Instrument without further demand notice, Lender at its option may require inneedate payment in full of all sums secured by this Security Instrument without further demand notice, Lender at its option may require inneedate payment in full of all sums secured by this Security Instrument without further demand notice, Lender at its option may require inneedate payment in full of all sums secured by this Security Instrument without further demand notice, Lender at its option may require inneedate payment in full of all sums secured by this Security Instrument without further demand notice.

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If Londer invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an execute of default and of Lender's election to cause the Property to be sold and shall beaus such notice to be recorded in each country in which any part of the Property is located. Lender or Trustee that give motes of sale in the number prescribed by applicable law / After the time required by applicable law. Trustee, without demand on Correver, shall sell the Property at public section to the highest tables at the time and place and under the terms designated in the notice of sale in one or more perceis end in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public arricumentant at the time and place of any previously adheduled sale. Lender or its designee may purchase the Property at any each. and his grandl

Trustee shall deliver to the purchase! Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recities in the Trustee's deed shall be prime facia evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following ofder: (a) to all expenses of the cale, including, but not limited to, reasonable Trustee's and attempts fees; (a) 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 recorney the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

23. 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 herein and by applicable law.

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## EXHIBIT "A" DESCRIPTION

The following described real property situate in Klamath County, Oregon.

The W ½ W ½ NE ½ NE ½ and also, a tract of land described as follows: Beginning at the iron pin which marks the Northwest corner of the SE ½ NE ½ of Section 16, Twp. 39 S., R. 10 E.W.M., and running thence; South, parallel to the North-South Quarter line and along the 40 line a distance of 882.2 feet to an iron pin which lies on the Northerly right of way line of the Klamath Falls-Lakeview Highway; thence, South 57°35' East along the Northerly right of way line of the Klamath Falls-Lakeview Highway a distance of 392 feet to an iron pin; thence, North parallel to the North-South Quarter line a distance of 1,090.5 feet to an iron pin; thence, North 89°40' West, parallel to the North section line a distance of 331 feet, more or less, to the point of beginning in the SE ½ NE ½. All in Section 16, Township 39 South, Range 10 East of the Willarnette Meridian.

## lashington Mutual

## 1-4 FAMILY RIDER ent of the little of the second of the secon

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Conference of a value of could be also also accommunity THIS 1-4 FAMILY RIDER is made this 19th day of October, 1998 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 secure Sorrower's Note to Washington Mutual Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 11919 HWY 140 EAST, KLAMATH FALLS, OR 97603 the Staff [Property Address] Totals () to the state of the land

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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 whatscever 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, dishwashers, disposais, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains 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 lessehold estate if the Security Instrument is on a lessehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classifications, 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. SUIJORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's Profited the first of the series are great the series of t

MENTRYATE 1-4 FAMILY RIDER - Family Mastfreddie Mics Uniform Instrument 198-EC) A590

Form 3170 9/90 TO BE RECORDED

Page 1 of 3

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ARCHAR VARIABLE D. RENT LOSS INSURANCE. Borrower shall maintain insurance egainst rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted. F. BORROWER'S OCCUPANCY. Unless Lender and Borrower 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

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign in effect. 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

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. leasehold. Borrowers absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to who the Rents of the Property are payable. Borrower authorizes Lender or Lander'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 Rights consitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents reveived 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 reveive 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, attorney's 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 reciever shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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 Rents any funds expended by Lender for such purposes shall become indeptedness of Borrower to Lender secured by the Security Instrument

Borrower represents and warrants that Borrower has not executed any prior assignment of pursuant to Uniform Covenant 7. the Rents and had not and will not perform any act that would prevent Lender from exercising

MULTISTATE 1-4 FAMILY RIDER - Ferrise Mass/Freshis Mac Uniform Instrument Parameter - 6 Sec 5 Set 0 - Set Applica a subgrant of 20 BK SECONDED

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Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Secretary Lender, or Lender's agents or a judically appointed reciever, may do so at any time when a default occurs. Any application of Rents shall not cure or walve 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 Instrucment and Lender

may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

MULTISTATE 1-4 FAMILY RIDER - Famile MeelFreddie Mac Uniform instrument Page 3 of 3 95BC (03-St)

Form 3170 9/90 TO BE RECORDED

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