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THIS DEED OF TRUST ("Security Instrument") is made on _____ November 23, 1998 ROGER G PEER and ELIZABETH J PEER, HUSBAND AND WIFE . The grantor is and the clourest with your name was to ply tempta them is an use of muchility of a west of na 1 a lastocias, adam sinati ya anyatan anyaryan kanya ka adam adam adama aga sinatan a ana

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("Borrower"). The trustee is ____FIRST, AMERICAN TITLE INSURANCE, a Oregon corporation

A stores de aset vil and toward des ("Trustee");" The beneficiary is sale ver Washington Mutual Bank which is organized and existing under the laws of Washington and whose address is 1201 Third Avenue Seattle, WA 98101 and a state of state ("Lender"). Borrower owes Lender the

principal sum of Ninety Thousand Two Hundred Fifty & 00/100 第二日の

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 peld earlier, due and payable on December 1, 2028 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 agreaments under this Security Instrument and the Note. For this purpose, Borrower irrevocably grents and conveys to Trustee, in trust, with power of sale, the following described property located in Klamath

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of the County Clerk of Klamath County, Oregon, located in the SE 1/4 NW 1/4 of Section 25, Township 24 South, Range 8, East of the Willamatte Meridian, Klamath And a second manufact many incomentation of the second sec and the rest of the particular the second the second second and the second of the second to the second of the second s

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TOGETHER WITH all the improvements now or thereafter erected on the property, and all easements,

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appurtenances, 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." el anda

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 Proparty is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, nubject to any encumbrances e of record lavage plantations. For plant (gd beverige senende agenticat stranges as dont, could not told approval where will be driver one of these and of departure stranges when it is the life beverige. 2007.10

THIS SECURITY INSTRUMENT complines uniform covenants for national use and non-uniform covenants with timited variations by jurisdiction to constitute a uniform accurity instrument covering real property.

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UMFORM COVENANTS. Borrowst snd Lender covenant and agree as follows:

1. Payment of Principal and Interest: Propeyment and Lete Charges. Borrower shall promptly pay which 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 waivar by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazerd or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums if any; and (f) any sum and by Borrower to a Property flood insurance premiums; if any; (e) yearly and (f) any sum and by Borrower to a property in and the property is an and by Borrower to a premium and the property of any sum and the property is an any sum and the property is an and the property in the property is an and the property in the property is an and the property of the property is an and the property is an antice premium and the property is a premium and the property is an antice premium and insurance premiums, if any; and (f) any sums payable by Sorrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 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 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. Lander shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually enalyzing 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 ioan, 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 te held by conflicable 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 payments, at Lender's sole discretion.

by solid discretion. Upon payment in full of all sums secured by this Security Instrument, Lender chail promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2

shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Lisna. Borrower shall pay all taxes, ascassments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold 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 lion 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 lion an agreement estisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of natice.

5. Hezerd or Property insurance. Borrower shall keep the limbrovements 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 Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Berrower fails to maintain soverage described above, Lender may, et Londer'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 raceipts 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 Borrower.

Unless Landor 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 teasible 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 enswer 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 Instrumant, 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 immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leassholds. 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 ection or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lion 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 agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fells to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

3. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums 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. Borrower shall pay the premisens required to obtain coverage substantially equivalent to the mortgage insurance praviously 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 mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the pramiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordence with any written agreement between Borrower and Lander or applicable law, g GT

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9. Inspection. Lander or its agent may make reasonable antrias upon and inspections of the Property. Lender shall give Borrower notice at this time of or prior to an inspection appendix to the fraction of the Property. Lender shall give Borrower in uto the Condemination. The proceeds of the Property Lender shall give Borrower condeministion or other taking of any part of the Property, or for toinvayance in lieu or condemination, are hareby assigned and shall be paid to Lender.

to Lengers solution the svent of a total taking of the Property. The proceeds shall be applied to the sume secured by this Security Instrument, whether of nut then the, with any excess paid to Borrower? In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument

or the property immediately before the taking is equal to or greater man the amount of the sums secured by this Security instrument shall immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the security (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, Unises Borrower and Lander 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

security the Property is shandched 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 flate 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

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. Borrower Not Released; Forbearance By Lender Not a Welver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in 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 commerce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify emortization 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 Soveral Liebility; 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 sume 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

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 iden tharges 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 attigunt 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. Lander 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 h by first class mail unless applicable law requires Use of applied method. The notice shall be directed to the Property Address or any other address Borrower designates by holice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address I outer designates by notice to applicable address of any other address of a ddress of 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. 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 Baneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a baneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender If exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or 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 permitted by this Security

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 reinstatement) before sale of the Property pursuant to any power of sals contained in this Security instrument; or (b) entry of a judgment enforcing this Security instrument. Those contained are that Borrower: (a) pays Lender all sums which then would be due under this enforcing this Security instrument. Those constitions are that Berrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no appeleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays action as Lender may reasonable to pay it is active to 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 reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also mey be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the

address to which payments should be made. The notice will also contain any other information required by applicable law. 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities

of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions

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, karosene, other flammable or toxic petroleum products, toxic petroleum perception perce herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactiva 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 no covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless explicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to bring a court extion to essert the non-existence of a default or any other defense of Borrower to acceleration and azie. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sele and any other remedies parmitted by applicable law. Lender shall be entitled to collect all expenses Incurred in pursuing the remedies provided in this paragroph 21, including, but not limited to, reasonable attornoys' fees and costs of title

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If Leftow invokos the yower of ease. Londer shall execute or cours, fructes to execute a petter notice of the courrence of an event of default and of Lander'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 frictive stell give notice of sale in the meaner prescribed by applicable law to Borrower, shall sell the Property at public suction to the highest blocks at the time and place and under the terms designed in the notice of size in one or more parcels and in any order. Trustee determines. Trustee and place and size of all or any perceiped in Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sole.

Trustee shall deliver to the purchaser. Trustee's dead conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's dead shall be prime facile evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to ell expenses of the sale, including, but not limited to, mesonable Trustee's and attorneys' fass; (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 paymont 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 Lendor shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs. Of hold a sound of the pay of the start of the second of the start of the second of the second

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, and or surgions to note mean yo WE RE DESCLIDENCE

24. Attorneys' Fees, As used in this Security instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appollata court. The new rock is new rock and repeat with the second of the rock of the rock of the second of the rock of the second rock of the second

Instrument, the covenants and agreements 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 a port of this Security Instrument. (Check applicable box(cs)) n, when of a y decident phede by the anglest hyperpress of humanies a successory in midness. Any factoreance be

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.: ye hands in the second ertani er esegete vede adtra. Ellevernal af ferbalder på llikt anfrå burlinnan typestera deldve reverned teer manyin manip a manipart being anali art when avera had and our sort a 634 🗳

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al<u>t tinn and and doubt war call to search</u>h thin smorr off state illus district off s wal-anticaligne larg over and acknowledged me foregoing instrument to be startier/their voluntary act and deed.

be uniform. WITNESS my hand and official seal affixed the day and year in this certificate above written. constants form in visual in out no contour to law the

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The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel aid note or notes and this Deed of Trust, which are collivered hereby, and to reconvey, without warrenty; all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto and all in the second s

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Washington Mutual

ADJUSTABLE RATE RIDER (12-MTA Index - Rate Caps)

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01-0720-001800806-0 XBEAL STELLES

er margaren anti- bertari Charge Dels, my moren (zen anti-te THIS ADJUSTABLE RATE RIDER is made this 23rd day of November, 1998 and is incorporated into and shall be dearned 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 Borrower's Adjustable Rate Note (the "Note") to Washington same date and covering the property described in the Security Instrument and located at: and month that frank applied and the date 15 days harded date flate ODELL-CRESCENT ROAD, CRESCENT, OR 97733

The reliant walk and accomman Property Address ; basid at the walk and a second s

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND THE MONTHLY PAYMENT. THE RIDER LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY

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

A. ... INTEREST RATE AND MONTHLY PAYMENT CHANGES 1963

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of <u>6.625</u>%. The interest rate I pay will change in accordance with Section 4 of the Note. The interest rate required by Section 2 and Section 4 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

AND A Change Dates and house encountering on the retrievely second of each

The interest rate I will pay may further change on the 1st day of December, 2003 , and on that day every TWELFTH month thereafter. Each date on which my interest rate could change is called a "Change Date".

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Page 1 of 5

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Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year, as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates" (G.13) " (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently evailable twelve months and dividing by 12, ment without set in backmany whitness set

The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will TEBRETAL VIL VIL COMMONS SON BUILDA BUILDA BUILDAN BUILTAN BUILTAN

give me notice of this choice.

H (C) Calculation of Changes A Chill 2HT THEMYAS, Y HTHORE SHI Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Right Hundred Seventy-Five-Thousandths

2.875 % ("Margin") to the Current Index. The Note Holder will then round the result of

this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below; this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old index for the most recent three year period which ends on the last date the index was available plus the Margin on the last date the old index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the

The Note Holder will then determine the amount of the monthly payment that would be nearest 1/8 of 1%. sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new emount of my monthly payment.

(D) Limits on Interest Rate Changes My interest rate will never be increased or decreased on any single Change Date by more percentage point(s) (2.000 %) from the 1187 than Two

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33018C (05-98)

8 - During Film Bang - An



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rate of interest I have been paying for the preceding TWELVE will never be greater than 10.950 % (*Cap*). months. My interest rate

(E) Effective Date of Changes

(E) Effective Date of Changes My new interest rate will become effective on each Change Date, I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes "total verboreanest trade automate A to

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of e person who will answer any question I may have regarding the notice. or carly the manage and manage on alles of

(G) Failure to Make Adjustments T with an and the other bus solution is contracted and

If for any reason Note Holder falls to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such fallure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Covenant 17 of the Security Instrument is amended to read as follows:

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 baneficial 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information

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required by Lender to evaluate the intended transferes as if a new loan were being **54公 记**答 made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument or other obligations 740946 related to the Note or other loan document is acceptable to Lender, (c) Assuming coned? party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by applicable law, Lender may charge a reasonable 6192, 949 fee as a condition to Lender's consent to the loan assumption, and Lender may The Hall increase the maximum interest rate limit to the higher of the Cap or 5 parcentage 的工具 points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Sacurity Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement, with transferee and formally releases Borrower.

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 remedies permitted by this Security Instrument without further notice or demand on Borrower,

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained In this Adjustable Rate Rider. Borrower hereby agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

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Page 6 of 6

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Washington Mutual

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

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THIS MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT ("Rider") is made this <u>23rd</u> day of <u>Novembery</u> <u>1998</u> for and is incorporated into and shall be dearned to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt and Security amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt and Security Agreement of the same date, as modified by any other addendums or riders thereto (the "Security instrument") which has been given by the undersigned (the "Borrower") to secure "Security instrument") which has been given by the undersigned (the "Borrower") to secure "Security instrument") which has been given by the undersigned (the "Borrower") to secure "Security instrument") as modified by any addendums or riders thereto, which Security Instrument covers ("Lender"), as modified by any addendums or riders thereto, which Security Instrument covers the property described therein and located at the address shown below (the "Property").

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Defined terms in the Note of the Security instrument shall have the same meaning when used herein. To the extent that this Rider conflicts with the terms and conditions set forth in the Security Instrument, the terms and conditions set forth in this Rider shall control.

THE COLLATERAL FOR THE BORROWER'S LOAN INCLUDES A MANUFACTURED HOME. THIS RIDER SETS FORTH CERTAIN ADDITIONAL TERMS OF THE BORROWER'S LOAN APPLICABLE TO THE MANUFACTURED HOME.

In addition to the covenants and agreements which are made in the Note, Borrower and Lender further covenant and agree as follows:

1. <u>Manufactured Home.</u> The Security Instrument shall also grant Lender a security interest in that cartain <u>1996</u>, <u>FUQUA</u>, Serial No. <u>and security</u>, <u>Serial No.</u> <u>14805</u>, <u>(the "Manufactured Home")</u>, which Borrower intends to place (or which is already located) upon the Property, together with all furniture, furnishings, and equipment, including heating, ventilation and air conditioning equipment, lighting, plumbing, and septic systems, pumps and other well equipment, decks, porches, and attached and detached garages and outbuildings which are located on the Property.

Page 1 of 2

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MANUFACTURED HOME RIDER TO SECORDY MUSTRUMENT

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2. Titling and Title Elimination, if this box II is checked, Borrower shall cause title to the Manufactured Home to be eliminated (or obtain an exemption from titling if state law provides for a titling exemption rather than title elimination) in accordance with applicable state law. If the loan secured by this Security Instrument is a construction loan and the title elimination/exemption box above has been checked, the title elimination or exemption shall be completed no later than the deadline for completion of the improvements and issuance of the final draw under the Borrower's Construction Loan Agreement. If the title elimination/exemption box above has not been checked, Borrower shall at all times keep the Manufactured Home properly titled, and certificated under applicable state law. The title shell show Borrower as the sole registered owner and Lender as the sole lienholder for legal owner, if that terminology is used by the state). Annous where present realised sincarearing are we been a

erneperit mill vielen mydde kaelfele un 16 begenet feb menter better og de er 3. Security Agreement and Fixture Filing. The Security Instrument shall constitute a Security Agreement and Fixture Filing with respect to all items of collateral described in Section 1 above. As to any item of collateral which is deemed to be a fixture or personal property, Lender shall have those rights and remedies upon default as are available to a secured party under the Uniform Commercial Code of the State where the Property is located, in addition to all other rights and remedies available under applicable law,

IN WITNESS WHEREOF the parties have executed this Rider as of the day and year first above AN LAMONTEE AL MICTURE ATTAC ATTAC ASOM SHIT written. **Derewit**

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Julians manager (International Control Providence) (International Control Cont ELIZABETH J_PEER

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7th dav First American Title the Filed for record at request of A.M., and duly recorded in Vol. M98 A.D., 19 98 81 11:23 o'clock December of on Page 44583 Mortgages. of _ Bernetha G. Letsch, County Clerk 51100 \$60.00 FEE