AFTER RECORDING MAIL TO:

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GN MORTGAGE ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-0929

MC 46703-MG Space Above This Line For Recording Data Lean No. 2869204 DEED OF TRUST THIS DEED OF TRUST ('\$ carrity Instrument") is made on crentor is ROD A. AMBERS AND CINDI L. AMBERS DECEMBER 2, 1998 REGIONAL TRUSTEE SERVICES CORPORATION
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION
under the laws of STATE OF WISCONSIN ("Borrower"). The trustee is under the laws of STATE OF WISCONSIN 4000 BROWN DEER ROAD BROWN DEER, WISCONSIN 53209 ("Trustee"). The beneficiary is which is organized and existing , and whose address is Borrower owes Lender the principal sum of Sixty Tue Thousand Four Hundred and 00/100 ("Lender") Dollars (U.S. \$ 62,400.00 J. This debt is evidenced by Borrower's note dated the same date as this Security Instrument has the full debt, if not paid earlier, due and payable on JANUARY 1, 2029 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

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 the Trustee, in trust, with power of sale, the following described property located in LOTS 37, 38 AND 39, BLOCK 14, ST. FRANCIS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 4510 PECK DRIVE Oregon

KLAMATH FALLS

_ ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 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 the title to THE SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by INIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 thall pay to Lender on the day monthly payments are due under the Note. Subject to applicable law or to a written waiver by Lender, Borrower thall pay to Lender on may strain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (a) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, accordance with the provisions of paragraph 8, in lieu of the payment of mortgage 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 ("RESPA"), unless another law that applies to the may estimate the arms unt of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, of 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 pays Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Escrow Items, unless Lender may not pays a one-time charge for an independent real estate tax reporting service used by Lender in connection with this tean, 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the Instrument.

OREGON Single Family -Famile Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form - G000046

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

Upon payment in full of all sums recured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paregraph 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 due; fourth, to principal due; and last, to any late charges due under the Note; second, to amounts payable under paragraph 2; third, to interest

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 cents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in thist 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.

Entrover 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 the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from part of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Secures shall keen the improvements now existing or hereafter exected on the Property insured.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance cartains to maintain coverage described above, Lender may, at Lender's approval which shall not be unreasonably withheld. If Borrower condance 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 loss

Unless Lender and Borrov er otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property deconomically feasible and Lender's security is not lessened. If the restoration or repair is not lessened, the insurance proceeds shall be applied to the sums secured by this Security seconomically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, 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; 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 Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be material impairment of the lien created by this Security Instrument or Lender's during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Uniformation) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning to the merger in writing.

 1. Occupancy, Preservation, Maintenance and Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all 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 the property the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

- 8. Martgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security surance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance previously in effect, as a cost 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, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost 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 being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as surance coverage (in the amount and for the period that Lender requires) provided by an insurance again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreemen, between Borrower and Lender or applicable law.
- 9. las pection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condennation. 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 inmediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, utless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, and the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking in the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or less and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument,

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. Berrower Not Released; Forbearance By Lender Not a Waiver.

 Extension of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to 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. Lender shall not be required to commence proceedings Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in excising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Noccessors 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 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 reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address or any other address other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been 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, provision. To this end the 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 Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or 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 without further notice or demand on Borrower.
- It Borrower's Right to Reinstate.

 If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this 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 all expensionally require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the Security Instrument and 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) in 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 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 the payments should be made. The notice will also contain any other information required by applicable law.

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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 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 petroleum products, toxic pesticides and Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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 paragraph 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 date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The existence of a default or any other defense of Borrower of the right to remistate after acceleration and the right to bring a court action to assert the non-specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and succeeding the 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 attorness' fees and costs of title 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 be recorded in each plicable law to Borrower and to other persons a camber to Property that give notice of sale in the manner prescribed by any without demand on Borrower. Shall sail the Competity of public abeliant to the fine required by applicable law. Trustee, terms designated in the notice of sale a mean trace persons and is not cause the fine required by applicable law. Trustee, terms designated in the notice of sale a mean trace persons and is not cause described. Trustee the property of each cause trace are cause of the Property of each cause of the fine of the Property of each cause of the fine of the Property of each cause of the fine of the Property of each cause of the fine of the Property of the cause of the cause of the Property of the cause of the cause of the Property of the cause of the Property of the cause of t

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge 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 permitted under applicable law.
- 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.
- 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by appellate court.

by appellate court.	• A:				
25. Riders to this Security Instrument. Instrument, the coverants and agreements of each st agreements of this Security Instrument as if the rider	ich rider shall be incorpora				
[Check applicable box(es)]					
Adjustable Rate Rider	Condominium	ı Rider	1-4 Family Ri	der	
Graduated Payment Rider	Planned Unit	Development Rider	Biweekly Pay	Biweekly Payment Rider Second Home Rider	
Balloon Rider	Rate Improve	ment Rider	Second Home		
Other(s) [specify]					
BY SIGNING BELOW, Borrower accepts	and agrees to the terms a	and covenants contained in t	his Security Instrument and	in any	
rider(s) executed by Borrower and recorded with it.					
Witnesses:					
		160 A- X	Tr	(Seal	
		ROD A. AMBERS		-Borrower	
		Cindi of	Ambers		
		CINDI L. AMBERS	MINDERS	(Seal	
		HIDI L. ANDERS		-Borrower	
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STATE OF OREGON,	Klar	nuth) County ss:			
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ROD A. AMBERS AND CINDI L. AMBERS			and ackno	uladaad	
the foregoing instrument to be his / her their vol	untary act and deed.	•	and acknow	wiedged	
	Before t	ne:			
(Official Seal)					
My Commission expires: 11 20 197		1 1	16		
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7535 5555555555555555555555555555555555		Notar	y Public for Oregon	0	
OFFICIAL SEAL LISA LEGGET - WEATHER	B) 3 /		. . .		
NOTARY PUBLIC - OREGO COMMISSION NO. 04912	REQUEST FOR RECON	VEYANCE			
	notes secured by this Dee	ed of Trust. Said note or not	tes, together with all other	indeh-	
The state of the s	13 37 6 0 17				

The off FRESH Control of Trust, have been paid in full. You are hereby directed to cancel 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 said note or notes and this Deed of Trust, which are delivered hereby, and to recenvey, without warranty, all the estate now held by you under this Deed of Trust to the person or STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed fo	or record at request of		Amerititle		The second of th	the	9th	day
of <u>Dec</u>	A.D., 1998	at 3:12	o'clockP	M., and duly	recorded in V	oi. M98		
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