

RECEIVED & REQUESTED FOR EXAMINATION  
IN THE OFFICE OF THE CLERK  
DAVID C GOEREN  
1134 Frontage Rd  
Klamath Falls, OR 97601

RECORDED MAIL TO:  
PNC Mortgage Corp. of America  
Document Operations  
75 North Fairway Drive  
Vernon Hills, IL 60061

ACCOUNT NUMBER

TAX ACCOUNT NUMBER

PNC 4U2Q3-MC

Lender# 700011042

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 7, 2014, by

David C Goeren and Leisa A Goeren,

("Borrower"). The trustee is Stephen J. Smi

n, MSO, 1111 SW 5th Avenue, Portland, OR 97204-3795

The grantor is

("Trustee"). The beneficiary is PNC Mortgage

Corp. of America, an Ohio Corporation

which is organized and existing under the laws of  
address is 75 North Fairway Drive, Vernon Hills, IL 60061

, and whose

Forty Five Thousand Five Hundred E

"Lender"). Borrower owes Lender the principal sum of

Twenty Eight and 00/100

Dollars (U.S. \$45,543.00).

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 February 1, 2014. 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 and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of attorney, all right, title and interest in and to the following described property located in:

DESCRIPTION ATTACHED HERETO

Klamath County, Oregon.

ED XNDR IN WARS HEROF. ACCOUNT # 9909-00530-02900

With the address of 1134 Frontage Rd, Klamath Falls, OR 97601

[City] ("Property Address").  
Zip Code

[Street, City]

OREGON-Single Family CONVENTIONAL UNIFORM INSTRUMENT

Page 1 of 1

1/1/2010  
*[Signature]*  
*[Signature]*

TOGETHER WITH all the property which is now or hereafter a part of the property instrument. All of the foregoing is referred to in

**BORROWER COVENANTS** that Borrower conveys the Property and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against

**THIS SECURITY INSTRUMENT** combining variations by jurisdiction to constitute a uniform

**UNIFORM COVENANT.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest;** Repayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due and assessments which may attain priority over the ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 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 Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than 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 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends, against enforcement of the lien; 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 Borrower a notice demanding the giving of notice

or revocation of the lien, and all easements, agreements, and covenants and fixtures shall also be covered by this Security Instrument as the "Property."

Borrower shall convey of the estate hereby conveyed and has the right to grant and subdivide, except the encumbrances of record. Borrower warrants and will defend generally the title to the Property against

uniform covenants for national use and non-uniform covenants with limited security instrument covering real property.

**5. Miscellaneous.** Borrower and Lender shall pay their own costs and expenses in the preparation and recording of this Security Instrument.

**6. Waiver of Jury Trial.** Borrower waives trial by jury in any action or proceeding brought by either party to this Security Instrument.

**7. Entire Agreement.** This Security Instrument contains the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements between them.

**8. Assignment.** Lender may assign this Security Instrument, in whole or in part, to any other person or persons, and such assignment shall not affect the rights of Borrower.

**9. Governing Law.** This Security Instrument shall be governed by the laws of the State of California.

**10. Miscellaneous.** This Security Instrument may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**11. Acknowledgment.** Borrower has read and understood this Security Instrument and has signed it voluntarily.

**12. Acknowledgment.** Lender has read and understood this Security Instrument and has signed it voluntarily.

4. Standard or Property Insurance. Borrower's Property insurance against loss by fire, hazards and floods or flooding, for which Lender requires insurance, shall be maintained by Borrower at amounts and with terms acceptable to Lender. This insurance shall be chosen by Borrower subject to Lender's approval. If Borrower fails to maintain the Property in accordance with paragraph 1, Lender may, at Lender's option, obtain coverage to protect Lender's rights.

All insurance policies and renewals shall be issued in writing and shall have the right to hold the policies and renewals paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument 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 Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in 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 that, in Lender's good faith determination, precludes forfeiture impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gives 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 fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of its 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 his paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to otherwise, the amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance coverage required by Lender to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance premium, substantially equivalent mortgage insurance coverage being paid by Lender will accept, use and retain the payment as a condition of making the loan secured by this Security Instrument in force in effect. If, for any reason, the mortgage insurance previously in effect is not available from an alternate mortgage insurer approved by Lender, Borrower shall pay to Lender each month a sum equal to the amount being paid by Borrower when the insurance coverage is discontinued or ceases to be in effect. Lender will accept, use and retain the payment as a loss reserve in lieu of mortgage insurance. Loss reserve

payments they no longer be required at the option Lender requires, provided by an insurance policy premium required to maintain mortgage insurance and in accordance with any written agreement.

9. Inspection. Lender or its agents may inspect Borrower's title at the time of or prior to a loan application.

10. Condemnation. The proceeds of any condemnation or other taking of any part of the Property shall be paid to Lender.

In the event of a total taking of the Property whether or not there is a sale, with any excess paid to market value of the Property immediately before Security Instrument immediately before the taking this Security Instrument shall be reduced by the amount of the sums secured immediately before the taking. Any balance shall be paid to market value of the Property immediately before taking, unless Borrower and Lender otherwise agree, to be applied to the sums secured by this Security Instrument.

If the Property is abandoned by Borrower, award or settle a claim for damages, Borrower and Lender is authorized to collect and apply the proceeds secured by this Security Instrument, whether or not

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. Lender may not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to exercise forbearance by Lender's exercise of any right or remedy.

12. Successors and Assigns Bound; Joint 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 in this Security Instrument but does not execute the Note: (a) is of the sums secured by this Security Instrument; and (c) agrees to make any accommodations with regard to the terms of the Note.

13. Loan Charges. Lender may charge Borrower for the purpose of protecting Lender's interest in the Property, attorney fees and property inspection fees. This fee to Borrower shall not be construed as a prohibited by this Security Instrument or

If the loan secured by this Security Instrument is interpreted so that the interest or other loan charges 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 will choose to make this refund by reducing the principal reduced principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided it by first class mail unless applicable law requires or any other address Borrower designates by notice to Lender's address stated herein or any other address Security Instrument shall be deemed to have been given to Borrower.

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 conflict with applicable law, such conflict shall not give effect without the conflicting provision. To the extent that any provision or clause of this Security Instrument or the Note conflicts with other provisions of this Security Instrument or the Note which can be enforced the provisions of this Security Instrument and the Note are declared

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

17. Transfer of the Property or a Beneficial Interest. If the Property or a beneficial interest in the Property is sold or transferred (or if a beneficial interest in the Property 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 notice to Borrower within 30 days from the date the notice is delivered to Borrower of the exercise of this option. Lender shall provide a period of not less than 30 days from the date the notice is delivered to Borrower within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within the period specified by this option, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

of Lender, not to exceed the amount of and for the period specified by Lender against the Property or to remove or to replace any fixtures or equipment installed by Borrower and Lender or applicable law.

18. Reasonable Expenses. Lender shall give notice to Borrower upon and inspections of the Property. Lender shall give notice specifying reasonable cause for the inspection.

19. Waiver of Damages. Lender or Borrower may waive or claim compensation for damages, direct or consequential, in connection with any property, or conveyance in lieu of condemnation, are hereby assigned and

the proceeds shall be applied to the sums secured by this Security Instrument. Borrower. In the event of a partial taking of the Property in which the fair market value is equal to or greater than the amount of the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds divided by (b) the fair market value of the Property immediately before the taking. If the event of a partial taking of the Property in which the fair market value is less than the amount of the sums secured immediately before the taking, unless otherwise provided in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument.

if, after notice by Lender to Borrower that the condemnor offers to make an offer 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 the sums are then due.

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

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

11. Borrower Not Released; Forbearance. Lender Not a Walker. 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 be required to exercise or refuse to extend time for payment or otherwise modify amortization 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

and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that of this Security Instrument; (b) is not personally obligated to pay the sums of this Security Instrument or the Note without that Borrower's consent.

12. Successors and Assigns Bound; Joint 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 in this Security Instrument but does not execute the Note: (a) is of the sums secured by this Security Instrument; and (c) agrees to make any accommodations with regard to the terms of the Note.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for

property and rights under this Security Instrument, including, but not limited to, the exercise of exclusive authority in this Security Instrument to charge a specific fee on the charging of such fees. Lender may not charge fees that are expressly prohibited by this Security Instrument or

subject to a law which sets maximum loan charges, and that law is finally collected or to be collected in connection with the loan exceed the permitted

by the amount necessary to reduce the charge to the permitted limit; and

exceeded permitted limits will be refunded to Borrower. Lender may be owed under the Note or by making a direct payment to Borrower. If a

as a partial prepayment without any prepayment charge under the Note, or in this Security Instrument shall be given by delivering it or by mailing

or another method. The notice shall be directed to the Property Address to Lender. Any notice to Lender shall be given by first class mail to Lender designates by notice to Borrower. Any notice provided for in this

to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided by first class mail unless applicable law requires or any other address Borrower designates by notice to Lender's address stated herein or any other address Security Instrument shall be deemed to have been given to Borrower.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

event that any provision or clause of this Security Instrument or the Note conflicts with other provisions of this Security Instrument or the Note which can be

enforced the provisions of this Security Instrument and the Note are declared

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

17. Transfer of the Property or a Beneficial Interest. If the Property or a beneficial interest in the Property or any interest in the Property is sold or transferred (or if a beneficial interest in the Property 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.

18. Borrower's Right to Reinstate. If enforcement of this Security Instrument is deemed by applicable law to stay for reinstatement by the Security Instrument; or (b) entry of a judgment against Lender in sums which then would be due under any default of any other covenant or agreement, including, but not limited to, reasonable attorney's fees, the term of this Security Instrument, Lender's rights under this Security Instrument shall continue unchanged, obligations secured hereby shall remain fully effective in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. With this Security Instrument may be sold one or more parts (known as the "Loan Servicer") that there also may be one or more changes of the Loan Servicer. Borrower will be given written notice of such change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new servicer and also contain any other information required by applicable law.

Neither Borrower nor Lender may commence the member of a class) that alleges that the other Security Instrument, until such Borrower or Lender requirements of Section 14) of such alleged breach, such notice to take corrective action. If Applicable taken, that time period will be deemed to be reasonable.

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. For Property that is in violation of any Environmental Law 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 governmental or regulatory agency or private party of which Borrower has actual knowledge. If Borrower any removal or other remediation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

As used in this paragraph 20, "Hazardous Substances" means any substance defined as toxic or hazardous substances by Environmental Law and the following substances pesticides and herbicides, volatile solvents, materials containing asbestos and formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means Environmental Laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

#### NON-UNIFORM COVENANTS. Borrower agrees:

21. Acceleration; Remedies. Lender shall give notice of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless otherwise provided). The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (iv) 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 to reinstate after acceleration and the right to bring suit against Borrower to acceleration and sale. Lender, at its option, may require immediate payment of all necessary remedial actions in accordance with the terms of this instrument.

If Lender invokes the power of sale, Lender shall record in each county in which any part of the property is located a notice of sale in the manner prescribed by applicable law to Borrower. Required by applicable law, Trustee, without delay and at the time and place and under the terms Trustee determines. Trustee may postpone sale of the property and place of any previously scheduled sale. Lender

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 in the following manner: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any

22. Reconveyance. Upon payment of all sums secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument, Lender shall request Trustee to reconvey the Property to the person or persons legally entitled to it. Such person or persons shall pay any recording costs.

23. Successor 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

Borrower may certain conditions. Borrower shall have the right to have a right to have a right to the sale of the Property pursuant to any power of sale contained in this Security Instrument. These conditions are that Borrower: (a) pays all expenses incurred in enforcing this Security Instrument; (b) pays all expenses incurred in accelerating the obligation to pay the sums secured by the Note as if no acceleration had occurred; (c) pays all expenses incurred in accelerating the obligation to pay the sums secured by the Note as if no acceleration had occurred. However, this right to reinstate shall

Notice of Change. 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 less monthly payments due under the Note and this Security Instrument. 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.

join, or be joined to any judicial action (as either an individual litigant or party has breached any provision of, or any duty owed by reason of, this instrument), has notified the other party (with such notice given in compliance with the Law) of the time period which must elapse before certain action can be taken for purposes of this paragraph.

not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party of which Borrower has actual knowledge. If Borrower any removal or other remediation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

instances" are those substances defined as toxic or hazardous substances by gasoline, kerosene, other flammable or toxic petroleum products, toxic containing asbestos and formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means Environmental Laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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 otherwise provided). The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (iv) 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. The notice shall further inform Borrower of the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment of all necessary remedial actions in accordance with the terms of this instrument. Lender shall be entitled to collect all expenses incurred in pursuing such defense, including, but not limited to, reasonable attorneys' fees and costs of title examination.

22. Power of Sale. Lender shall execute or cause Trustee to execute a written notice of the election to cause the Property to be sold and shall cause such notice to be given to the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law. After the time and on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms Trustee determines. Trustee may postpone sale of the Property and place of any previously scheduled sale. Lender

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 in the following manner: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any

is secured by this Security Instrument, Lender shall request Trustee to reconvey the Property to the person or persons legally entitled to it. Such person or persons shall pay any recording costs.

23. Successor 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

24. Litigation Fees. As used in this Security Instrument by an appropriate court.

15. Adders to this Security Instrument. Security instrument (the covenants, agreements, covenants and warranties of this Security Instrument, applicable to the applicable notes).

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

Prepared By:  
William LaCrasa  
Lender, IL 60148

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and all rider(s) executed by Borrower and record it with it.

any instrument and in the Note, attorney fees or reasonable attorney fees or each other rider shall be paid by Borrower and recorded together with this instrument as if the rider(s) were a part of this Security Instrument.

Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

1-4 Family Rider  
 Bi-weekly Payment Rider  
 Second Home Rider

Darvin C. Goeres

(Seal)  
Borrower

Lois A. Goeres

(Seal)  
Borrower

(Seal)  
Borrower

County of: \_\_\_\_\_, personally appeared he above named and acknowledged

STATE OF OREGON, Klamath  
On this 13th day of May, 1999,  
Darvin C. Goeres and Lois A. Goeres,  
the foregoing instrument to be their

voluntary act and deed.

Before me:

Notary Public for Oregon

Oregon (SB-10)

70093104

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A portion of the SE 1/4 NW 1/4 of Section 5, Township 35 South, Range 9 East of Smith County, Oregon, more particularly described as follows:

Beginning at a point from the Northwester corner of said Section 5, bears North 30 degrees 33' West 2525.56 feet; thence East 978.78 feet; thence South 343.43 feet; thence West 978.78 feet; thence North 343.43 feet to the place of beginning.

EXCLUDING THEREFROM and through its State Highway Circuit Court of the State of Oregon, by

that portion of the State of Oregon, by  
Commissioner of Oregon, County of Klamath.

STATE OF OREGON : COUNTY OF KLAMATH

Filed for and in request of	Date	Page	of	Book	M.	and	recorded in Vol.	99	day
of	January 1, 1999	17	of	100	100	00	1569	1569	1569
Fees	\$40.00								

Linda Smith, County Clerk

1/25/99