

Mail change requests for all tax statements shall be sent to the following address:

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WHEN RECORDED MAIL TO: KIMMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
2323 WASHINGTON STREET
KLAMATH FALLS, OR 97601

ACCOUNT NUMBER: 039-54-00413

TALE ACCOUNT NUMBER: 613349

NFC 40091-NIS
DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 23, 1999. The grantor is TRUSTEES OF THE GARY G THOMPSON AND GAYLE M THOMPSON REVOCABLE LIVING TRUST AGREEMENT DATED JUNE 8, 1991.

("Trustee"): The trustee is WILLIAM L. SISEMORE

("Trustee"): The beneficiary is KIMMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is CAMPUS BRANCH, 2323 WASHINGTON STREET, KLAMATH FALLS, OR 97601

("Lender"): Borrower owes Lender the principal sum of SIXTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (U.S. \$ 36,750.00).

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, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the accuracy of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances").

FUTURE ADVANCES. Upon request by Borrower, Lender, at Lender's option prior to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes issued by Borrower. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KIMMATH County, Oregon:

THE WESTERLY 34.5 FEET OF LOT 9 IN BLOCK 200 OF MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 2003 WASHINGTON AVENUE, KLAMATH FALLS, OREGON 97601 (Street, City, Zip, Code) ("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 referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and if at the Property is encumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) any over this Security Instrument as a Lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly flood or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) 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 escrow not to exceed the maximum amount a lender for a federally related

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Any amounts disbursed by Lender under this Instrument. Unless Borrower and Lender agree in writing to the contrary, the Note shall be payable to the order of Lender and shall be payable to the order of Lender's agent. (Unless otherwise provided in this Security Instrument, the Lender may not pay any of the amounts due to Borrower by providing evidence that the Borrower is responsible for cost of any contract or loan balance. If the cost is added to the amount due to Lender, the effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the Borrower failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance the Borrower can obtain on Borrower's own and may not satisfy the need for property damage coverage or other mandatory liability insurance requirements imposed by applicable law.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to 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 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 requires) provided by an insurer approved by Lender 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 agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may request reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection reasonably necessary cause for the inspection.

10. Condemnation. 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 any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance. Notwithstanding any release or discharge or satisfaction of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, Borrower or Borrower's successors in interest shall not be released or discharged from the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address as designated by notice to Borrower. Any notice provided for in this Security Instrument 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 and the Note which can be given effect without the conflicting provision, and this and the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without its written consent, Lender may exercise its option to 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.

and shall be secured by this Security Instrument. This instrument shall bear interest from the date of its execution from Lender to Borrower requesting payment. (The "Borrower" provided in this "Lender") with evidence of insurance coverage required by our contract or loan agreement. Lender may purchase insurance to protect the Borrower's interest. If the collateral becomes damaged, the Borrower may make or file a claim against the Borrower. Borrower may obtain property coverage elsewhere. The cost of this insurance may be added to your balance, the interest due on the underlying contract or loan will be the date the Borrower's prior coverage lapsed or the date the Borrower failed to provide proof of coverage.

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12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without its written consent, Lender may exercise its option to 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.

17. Lender exercises his option, Lender shall give Borrower written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed to Borrower, in which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums, Lender may invoke any remedies permitted by this Security Instrument without further notice to Borrower.

18. Borrower's Right to Reinstate. If Borrower ceases to make payments on this Security Instrument discontinued at any time prior to the expiration of the period specified in the notice of acceleration, Borrower may reinstate this Security Instrument before sale of the Property (or a judgment enforcing this Security Instrument) by (a) paying all sums which then are due under this Security Instrument and all sums secured by this Security Instrument; (b) curing any default of any other covenants or agreements; (c) paying all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) taking such action as Lender may reasonably require to assure that the Lien of this Security Instrument shall remain in full force and effect. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

NON-UNIFORM COVENANTS

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 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 action to set aside the non-acceleration and sale. 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 sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' 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 county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order of all or any parcel of the Property by public announcement at the time and place of sale. Trustee may postpone sale if the highest bidder does not appear at the time and place of any previously scheduled sale. Lender or Trustee's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser of the Property a 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 all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty for a fee of not less than \$5.00 to the person or persons legally entitled to it. Such person or persons shall pay all recording costs.

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 an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument shall be amended and supplemented in each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument in the same manner as if the rider(s) were a part of this Security Instrument.

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

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

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

"PURSUE TO OREGON LAW, MOST AGREEMENTS, TERMS, CONDITIONS AND OTHER CREDIT EXTENSION WHICH ARE KNOWN TO BORROWER MUST BE IN WRITING, IMPURSE CONSIDERATION AND BE SIGNED BY US IN BE BOUNDABLE."

17. Lender exercises his option, Lender shall give Borrower written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed to Borrower, in which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums, Lender may invoke any remedies permitted by this Security Instrument without further notice to Borrower.

18. Borrower's Right to Reinstate. If Borrower ceases to make payments on this Security Instrument discontinued at any time prior to the expiration of the period specified in the notice of acceleration, Borrower may reinstate this Security Instrument before sale of the Property (or a judgment enforcing this Security Instrument) by (a) paying all sums which then are due under this Security Instrument and all sums secured by this Security Instrument; (b) curing any default of any other covenants or agreements; (c) paying all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) taking such action as Lender may reasonably require to assure that the Lien of this Security Instrument shall remain in full force and effect. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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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 in accordance with Environmental Law.

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

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BY SIGNING BELOW, Borrower agrees to the terms and conditions of the Security Instrument and in any other documents executed by Borrower and recorded with the Office of the Registrar of Deeds, State of Oregon, and to the terms and conditions of the Trust Agreement dated June 15, 1999.

BY SIGNING BELOW, Lender agrees to the terms and conditions of the Security Instrument and in any other documents executed by Lender and recorded with the Office of the Registrar of Deeds, State of Oregon, and to the terms and conditions of the Trust Agreement dated June 15, 1999.

[Signature]
GARY G. THOMPSON / TRUSTEE

[Signature]
GAYLE L. THOMPSON / TRUSTEE

[Signature]
GARY G. THOMPSON / TRUSTEE

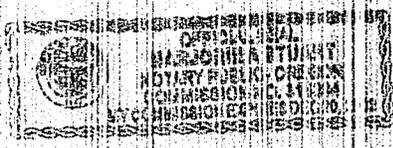
[Signature]
GARY G. THOMPSON / TRUSTEE

STATE OF OREGON, Klamath County
On this 18th day of January, 1999,
Gary G. Thompson and Gayle L. Thompson, individually and as trustees of the
Gary G. Thompson and Gayle L. Thompson Revocable Living Trust Agreement, did acknowledge
the foregoing instrument to be their voluntary act and deed.

County ss: _____
personally appeared the above named
Gary G. Thompson and Gayle L. Thompson, individually and as trustees of the
Gary G. Thompson and Gayle L. Thompson Revocable Living Trust Agreement, and acknowledged
the foregoing instrument to be their voluntary act and deed.

My Commission Expires: 12-20-02
(Official Seal)

Before me:
[Signature]
Notary Public for Oregon



1-4 FAMILY RIDER

Assignment of Interests

THIS 1-4 FAMILY RIDER is made this 18th day of JANUARY, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

(as "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2003 WANTLAND AVE
KLAMATH FALLS, OREGON 97603

(Property Address)

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

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

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

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

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 6.

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

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File # 970-18-0010
Assigned 3/13



F. ASSIGNMENT OF LEASE. Upon Lender's demand, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a household.

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

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

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

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

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

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender (but an interest shall hold) is a party under the Security Instrument, and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Right Trust Agreement of the State of Oregon, and hereby acknowledges receiving true and correct copies thereof dated June 8, 1991.

Grace L. Thompson (Seal) Borrower
GRACE L. THOMPSON
Grace L. Thompson (Seal) BY *Grace L. Thompson* (Seal) Receiver
GRACE L. THOMPSON / TRUSTEE GRACE L. THOMPSON / TRUSTEE

STATE OF OREGON
COUNTY OF KLAMATH
Filed for record at request of AMERICAN this 19th day of JANUARY A.D. 1991 at 12.5 o'clock P.M. and duly recorded in Vol. 8519 of Page 2762
Linda Smith, County Clerk
by Linda Smith