

U.S. Anti National Association
600 Atrium Way
Mt. Laurel, NJ 08054

153407

DEED NUMBER: 5-06-2233
DATE: 07/11/2004

Deed Date: Line P. Recording Date:

ORIGINAL

DEED OF TRUST

"THIS DEED OF TRUST ("Security FOGLE, RICHARD FOGLE" ("Trustee"). The Beneficiary is U.S. Bank UNITED STATES OF AMERICA, and the ("Lender"). Borrower owes Lender the principal sum of FIFTY ONE THOUSAND FOUR HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 51,450.00). This instrument ("Note"), which provides for FEBRUARY 01ST 2019. This Security Note, with interest, and all renewals, extensions, advances under paragraph 7 to Borrower's covenants and agreements herein irrevocably grants and conveys to Trustee

instrument" made on JANUARY 08TH, 1999. The grantor is JOYCE power). The Trustee is FIRST AMERICAN TITLE INSURANCE CO. National Association, which is organized and existing under the laws of THE whose address is 6000 TRIUMPH WAY, MT. LAUREL, NEW JERSEY 08054 principal sum of FIFTY ONE THOUSAND FOUR HUNDRED FIFTY AND debt is evidenced by Borrower's Note dated the same date as this Security monthly payments, with the full sum, if not paid earlier, due and payable on summing services to Lender; (a) the repayment of the debt evidenced by the sum and installments of the Note; (b) the payment of all other sums, with respect the security of this Security Instrument; and (c) the performance of or this Security Instrument, and the Note. For this purpose, Borrower in trust, with power of sale, the following described property located in Klamath County, Oregon:

BEING MORE PARTICULARLY DESCRIBED AS TO AND MADE A PART HEREOF:

BEING COMMONLY KNOWN AS 4829 DORRAYNE PLACE

BEING THE SAME PREMISES CONVECTED
BY DEED DATED AND FILED IN LAND BOOK
LAWN ON THE ABOVE DESCRIBED PROPERTY

RECORDING NO. A LEGAL DESCRIPTION ATTACHED

DORRAYNE PLACE, KLAMATH FALLS, OR 97603

ID TO

RECD. IN THE
MISSES

AS A FIRST AND PAROMATIC MORTGAGE

SIGNED BY *[Signature]*
LEONARD FOGLE

RECD. IN THE
MISSES

[Signature]

which has the address of 4829 DORRAYNE

PLACE Klamath Falls, Oregon 97603 ("Property Address").

TOGETHER WITH all the improvements 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 will convey the Property and that he shall defend generally the title to the Property

as is lawfully seized of the estate hereby conveyed and has the right to grant and convey the same, except for encumbrances of record. Borrower warrants and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains variations by jurisdiction as follows:

times unless otherwise specified, covenants for individual use and non-uniform covenants with mutual obligations, covenants covering real property.

UNIFORM COVENANTS, BORROWER

1. Payment of Principal and Interest. Payment of principal and interest on the debt will be made by the Borrower.

2. Funds for Taxes and Insurance. Lender on the due monthly payment date and assessments which may affect payments or include rents on the Property; (v) yearly insurance premiums, if any; (vi) early payoff fees; (vii) early payoff fees; (viii) 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 amounts a lender for a federally related m

Estate Settlement Procedures Act of 1974 another law that applies to the Funds; see amount not to exceed the lesser amount reasonable estimates of expenditures of tu

The Funds shall be held in an institu

(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.

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 months.

Upon payment in full of all sums sec

ured by this Security Instrument, Lender shall promptly refund to Borrower any

Funds held by Lender. If, under paragraph 1, 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 Borrower shall pay these obligations in the order provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing 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 is priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make pro

of loss, if not made promptly, by Borrower. 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 not economically feasible and Lender's security is not lessened. If the 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 payment referred to in paragraph 1. The Property is acquired by Lender, Borrower shall pay to Lender the amount of the payments. If the Property is damaged prior to the acquisition shall pay to Lender to the extent of the sums secured by this Security

Instrument and Lender covenants and agrees as follows:

6. Prepayment. Late Charges. Borrower shall promptly pay when due the prepayment and late charges due under the Note.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the Note in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may affect the Property; (b) yearly leasehold instrument if it is then on the Property; (c) yearly household

insurance premiums; (d) yearly flood hazard or property insurance premiums; (e) yearly flood

insurance premiums, if any; and (f) any sums payable by Borrower to

the payment of mortgage insurance premiums. These amounts a lender for a federally related m

Estate Settlement Procedures Act of 1974 another law that applies to the Funds; see amount not to exceed the maximum

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. § 2601 et seq. ("RESPA"), unless

lesser amount. If so, Lender may, at any time, collect and hold Funds in an

amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and

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. Unless Lender buys Borrower interest on the Funds and applicable law permits

Lender to make such a charge, 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 months.

Upon payment in full of all sums sec

ured by this Security Instrument, Lender shall promptly refund to Borrower any

Funds held by Lender. If, under paragraph 1, 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 Borrower shall pay these obligations in the order provided in paragraph 2, or if not paid in that manner, Borrower shall

pay them on time directly to the person owing 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 is priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make pro

of loss, if not made promptly, by Borrower. 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 not economically feasible and Lender's security is not lessened. If the 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 payment referred to in paragraph 1. The Property is acquired by Lender, Borrower shall pay to Lender the amount of the payments. If the Property is damaged prior to the acquisition shall pay to Lender to the extent of the sums secured by this Security

6. Occupancy, Preservation, Leasehold. Borrower shall occupy and maintain and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument or until it continues 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 (a) it destroys, damages or injures the Property; (b) it fails to pay taxes, insurance premiums, assessments, or other charges due on the Property to governmental authorities or to contractors or suppliers of services to the Property; (c) it fails to pay any judgment, award, or decree of a court of competent jurisdiction against Borrower that is or may become final and nonappealable; (d) it fails to pay any fine, penalty, or other amount imposed by a court of competent jurisdiction against Borrower for a violation of law, whether civil or criminal, if it is in Lender's good faith determination that such violation creates a hazard to the Property or otherwise materially impairs the lien created by this Security Instrument; or (e) it fails to pay any other amount due under this Security Instrument or Lender's security interest. Borrower may cause the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the 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 evidence 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 the Property and Lender's rights in the Property. Lender's actions may include paying attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these 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 as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender 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 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. Condemnation. The proceeds of any award (a 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 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 by this Security Instrument shall be reduced by the amount of the proceeds 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, 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 condemnor offers to take 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 4 and 7 or change the amount of such payments.

11. Borrower Not Released; Forgiveness By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; 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-signer of this Security Instrument only to mortgage, grant and convey the terms of this Security Instrument; (b) is not personally obligated to pay the terms of this Security Instrument or the Note without that Borrower's consent; and (c) agrees with regard to the terms of this Security Instrument or the Note without that

13. **Loan Charges.** If the loan secured changes, and that fact is finally interpreted in connection with the loan exceed the permitted necessary to reduce the charge to the permitted permitted limits will be refunded to Borrower under the Note or by making a direct payment to partial prepayment without any prepayment charge.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by first class mail unless applicable Property Address or any other address; Borrower first class mail to Lender's address stated herein provided for in this Security Instrument shall be

15. **Governing Law; Severability.** The jurisdiction in which the Property is located. Note conflicts with applicable law, such conflict which can be given effect without the conflicting Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of 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 expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also 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 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 law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender will 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 or the failure to take the action required to cure the default within the time 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 bring a court action to assert the non-existence of a default or before the date specified in the notice. 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 exercise all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to reasonable attorney fees and costs of title evidence.

Under this Security Instrument is subject to a law which sets maximum loan limit; the excess of other loan charges collected or to be collected in limits, then: (i) any such loan charge shall be reduced by the amount paid; and (ii) any unpaid balance from Borrower which exceeds Lender may choose to make this reduction by reducing the principal owed Borrower. If a refund reduces principal, the reduction will be treated as a prepayment under the Note.

22. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by any notice to Lender. The notice shall be directed to the designated by notice to Lender. Any notice to Lender shall be given by any other address Lender designates by notice to Borrower. Any notice deemed to have been given to Borrower or Lender when given as provided in this paragraph.

23. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in the event that any provision or clause of this Security Instrument or the Note provision shall not affect other provisions of this Security Instrument or the Note provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

26. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of 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 expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

28. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in 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.

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

30. **Acceleration; Remedies.** Lender will 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 or the failure to take the action required to cure the default within the time 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 bring a court action to assert the non-existence of a default or before the date specified in the notice. 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 exercise all expenses incurred in pursuing the remedies provided in this paragraph 30, including, but not limited to reasonable attorney fees and costs of title evidence.

If Lender invokes the power of occurrence of an event of default or notice to be recorded in each existing notice of sale in the manner prescribed law. After the time required by applicable law, Trustee without demand on Borrower, shall sell the Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order. Trustee may postpone sale of all or any parcel of the Property by face of any previously scheduled date. Lender or its designee may purchase

the Trustee's deed conveying the Property without any covenant or warranty, the Trustee's deed shall be prima facie evidence of the truth of the statements proceeds of the sale in the following order: (a) to all expense of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the

22. Reconveyance. Upon payment in full of all sums secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon Trustee by this Security Instrument and in the Note. "attorneys' fees shall include any

24. Attorneys' Fees. As used herein, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

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

Witnesses:

Joyce Fogle
JOYCE FOGL

Richard Fogle
RICHARD FOGL

Carolyn Dimick

(Seal)
-Borrower

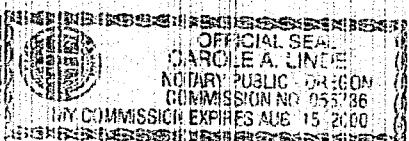
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF OREGON, KLAMATH

The foregoing instrument was acknowledged before me the 6TH day of JANUARY, 1999, by JOYCE FOGLE



[Seal]

Rev. 1/99 (OJN)

[Space Below for Acknowledgment]

County of

acknowledged before me the 6TH day of JANUARY, 1999, by JOYCE FOGLE

SIG. TUR

TITLE OR RANK OF OFFICER

SERIAL NUMBER

EXHIBIT "A"

Lot 4 in Block 6 First Addition to Keleno Gardens, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON, COUNTY OF KLAMATH:

Paid for record at request of Firs American Title Co.,
of January A.D. 1999, at 11:00 o'clock A.M. and duly recorded in Vol. N99
of Mortg 2016, on page 21st day
FEE \$35.00 by Karen Rease
Linda Smith, County Clerk