

WHEN RECORDED MAIL TO:  
PROVIDENT FUNDING - SHIPPING DEPT.  
281 GREATER SUITE 100  
SAN BRUNO, CA 94066

Form No. 17081 20075

PL-53.36.2

SPACED ABOVE THIS LINE FOR RECORDER'S USE  
**DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on 1/12/1998,  
The grantor is WENIFRED H HAWKINS,  
The trustee is PITTS Amer Loan Tit.  
("Trustee").

The beneficiary is POLARIS MORTGAGE  
ASSOCIATES, L.P. A CALIFORNIA LIMITED  
PARTNERSHIP, and whose address  
is 10220 S.W. GREENBURG ROAD  
PORTLAND, OR 97223.

("Lender"). Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$35,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument, with the full debt, if not paid earlier, due and payable on 2/1/2014. This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County.

IN UNMARRIED W. MAN ("Borrower").  
e. Insurance Co. of Oregon.

ASSOCIATES A DIVISION OF PROVIDENT FUNDING  
TED PARTNERSHIP which is organized and existing under the  
is  
SUITE 390, TWO LINCOLN CENTER.

principal sum of THIRTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$35,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument, with the full debt, if not paid earlier, due and payable on 2/1/2014. This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County.

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

BALLOON RIDER ATTACHED HERETO AND MADE A PART HEREOF. THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH MAY REQUIRE A BALLOON PAYMENT AT MATURITY. PREPAYMENT PENALTY RIDER ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of

8989 SHADY PINE ROAD  
KLAMATH FALLS, OREGON 97601  
("Property Address").

OREGON-Single Family-Fannie Mae-Freddie Mac Uniform Instrument  
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TOGETHER WITH all the improvements, appurtenances, and fixtures now or hereafter erected or otherwise attached to the Property, and all easements, rights or other interests in or out of the Property. All replacements and additions shall also be of the foregoing and referred to in this Security Instrument as the "Property".

**BORROWER COVENANTS.** that right to grant and convey the Property and Borrower warrants and will defend generally any encumbrances of record.

**THE SECURITY INSTRUMENT.** covenants with limited variations by our property.

**UNIFORM COVENANTS.** Borrower and

1. Payment of Principal and Interest when due the principal of and interest on the Note.

2. Funds for Taxes and Insurance. Borrower shall pay to Lender on the day of a sum ("Funds") for: (a) yearly taxes and a tax on the Property; (b) yearly leasehold property insurance premiums; (d) yearly premiums, if any; and (f) any sums payable paragraph 8, in lieu of the payment of money by Lender may, at any time, collect and hold federally related mortgage loan may require Settlement Procedures Act of 1974 as amended unless another law applies to the Funds. Funds in an amount not to exceed the less of current date and reasonable estimates of applicable law.

The Funds shall be held in an account of entity (including Lender, if Lender is to apply the Funds to pay the Escrow Items annually analyzing the escrow account of the Funds and applicable law permits Lender pay a one-time charge for an independent audit, unless applicable law provides otherwise be paid, Lender shall not be required to Lender may agree in writing, however, that without charge, an annual accounting of which each debit to the Funds was made this Security Instrument.

If the Funds held by Lender exceed account to Borrower for the excess Funds of the Funds held by Lender at any time it Borrower in writing, and, in such case

the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower is lawfully seized of the estate hereby conveyed and has the title to the Property unencumbered, except for encumbrances of record.

combines uniform covenants for nations, use and non-uniform section to constitute a uniform security instrument covering real

lender covenant and agree as follows:

rest; Prepayment and Late Charge. Borrower shall promptly pay the debt evidenced by the Note and pay prepayment and late charges

ace. Subject to applicable law or to a written waiver by Lender, monthly payments are due under the Note, until the Note is paid in full, assessments which may attain priority over this Security Instrument as payments or ground rents on the Property, if any; (c) yearly hazard or flood insurance premiums, if any; (e) yearly mortgage insurance payable by Borrower to Lender, in accordance with the provisions of mortgage insurance premiums. These items are called "Escrow Items". funds in an amount not to exceed the maximum amount a lender for a fire for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 ("RESPA"), sets a lesser amount. If so, Lender may, at any time, collect and hold amount. Lender may estimate the amount of Funds due on the basis expenditures of future Escrow Items or otherwise in accordance with

tion whose deposits are insured by a federal agency, institutionality, than an institution) or in any Federal Home Loan Bank. Lender shall Lender may not charge Borrower for holding and applying the Funds, verifying the Escrow Items, unless Lender pays Borrower interest on Lender to make such a charge. However, Lender may require Borrower to real estate reporting service used by Lender in connection with this use. Unless an agreement is made or applicable law requires interest to pay Borrower any interest or earnings on the Funds. Borrower and interest shall be paid on the Funds. Lender shall give to Borrower, the Funds, showing credits and debits to the Funds and the purpose for the Funds can be pledged as additional security for all sums secured by

ed the amount permitted to be held by applicable law, Lender shall in accordance with the requirements of applicable law. If the amount not sufficient to pay the Escrow Items when due, Lender may so notify Borrower shall pay to Lender the amount necessary to make up the

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| STATEMENT                  | INSTRUMENT | Form 2463-9/90 |
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| Borrower initials: 6/14/98 |            |                |
| Page 2 of 3                |            |                |

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums Borrower may funds held by Lender. If, prior to the acquisition or sale of the Property as a credit against the sums secured by

cured by this Security Instrument, Lender shall promptly refund to Lender shall acquire or sell the Property, Lender, shall apply any funds held by Lender at the time of acquisition or its Security instrument.

**3. Application of Payments.** Lender under paragraphs 1 and 2 shall be to amounts payable under paragraph 2; then due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender: first, to any prepayment charges due under the Note; second, to interest due; fourth, to principal due; and last, to any late charges

**4. Charges; Liens.** Borrower attributable to the Property which may at ground rents, if any. Borrower shall pay them in that manner, Borrower shall furnish to Lender all notices of amounts directly, Borrower shall promptly furnish

shall pay all taxes, assessments, charges, fines and impositions in priority over this Security Instrument, and leasehold payments or use obligations in the manner provided in paragraph 2, or if not paid in time directly to the person owed payment. Borrower shall promptly be paid under this paragraph. If Borrower makes these payments 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 Lender; (b) contests in good faith the lien which in the Lender's opinion operates to give Borrower notice identifying that any part of the Property is subject to an agreement satisfactory to Lender may give Borrower a notice identifying 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 any other hazards, including floods or maintained in the amounts and for the period of time specified in the policy, shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described in the insurance policy, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 1.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to give to Lender all receipts of paid premiums and prompt notice to the insurance carrier. Borrower

shall keep the improvements now existing or hereafter loss by fire, hazards included within the term "extended coverage" and loading, for which Lender requires insurance. This insurance shall be for the amount that Lender requires. The insurance carrier providing the insurance coverage shall not be unreasonably withheld. If Borrower fails to maintain coverage described in the insurance policy, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 1.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to give to Lender all receipts of paid premiums and prompt notice to the insurance carrier. Borrower

shall keep the improvements now existing or hereafter loss by fire, hazards included within the term "extended coverage" and loading, for which Lender requires insurance. This insurance shall be for the amount that Lender requires. The insurance carrier providing the insurance coverage shall not be unreasonably withheld. If Borrower fails to maintain coverage described in the insurance policy, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 1.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property if the restoration or repair is not economically feasible and Lender's security interest or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall then due, with any excess paid to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not Lender and Borrower have agreed to postpone the due date of the amount of the payment. If under

any application of proceeds to principal shall of the monthly payments referred to in paragraphs 1 and 2, or change the amount of the monthly payments referred to in paragraphs 1 and 2, the Property is acquired by Lender, Borrower's right to any

OREGON Single Family-Faultless Model

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Borrower initials

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Form 1038 9/90

insurance policies and proceeds resulting to Lender to the extent of the sums secured by

**6. Occupancy, Preservation, Maintenance, Application; Households.** Borrower shall reside within sixty days after the exec of Property as Borrower's principal residence otherwise agrees in writing, which circumstances exist which are beyond Borrower's control, allow the Property to deteriorate for forfeiture action or proceeding, whether or result in forfeiture of the Property or other Lender's security interest. Borrower may cause the action or proceeding to be precludes forfeiture of the Borrower's interest in Security Instrument or Lender's second loan application process, gave materially provide Lender with any material information limited to representations concerning Security Instrument is on a leasehold. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights.** agreements contained in this Security Instrument, Lender's rights in the Property (such as enforce laws or regulations), then Lender which has priority over this Security Instrument on the Property to make repairs no have to do so.

Any amounts disbursed by Lender under this Security instrument, shall bear interest from the date of disbursement to Borrower requesting payment.

**8. Mortgage Insurance.** If secured by this Security instrument, insurance in effect. If, for any reason, in effect, Borrower shall pay the premium previously in effect, at a cost previously in effect, from an alternate insurance coverage is not available, a yearly mortgage insurance premium in effect. Lender will accept, use and reserve payments may no longer be amount paid for the period that Lender available and obtained. Borrower to provide a loss reserve, until the agreement between Borrower and Lender.

on damage to the Property prior to the acquisition shall pass to its Security Instrument immediately prior to the acquisition.

**Maintenance and Protection of the Property; Borrower's Leasehold.** Borrower's occupancy, establish, and use the Property as Borrower's principal residence of this Security Instrument and shall continue to occupy the for at least one year after the date of occupancy, unless Lender shall not be unreasonably withheld, or unless extenuating circumstances waste on the Property. Borrower shall be in default if any is begun that in Lender's good faith judgment could cause material impairment of the lien created by this Security Instrument or default and remit, as provided in paragraph 18, by dismissed with a ruling that, in Lender's good faith determination, est in the Property or other material impairment of the lien created by interest. Borrower shall also be in default if Borrower, during the false or inaccurate information or statements to Lender or failed to (or) in connection with the loan evidenced by the Note, including, but Borrower's occupancy of the Property as a principal residence. If Borrower shall comply with all the provisions of the lease. If Borrower sold and the fee title shall not merge unless Lender agrees to the

in the Property. If Borrower fails to perform the covenants and instrument, or there is a legal proceeding that may significantly affect proceeding in bankruptcy, probate, for condemnation or forfeiture or to may do and pay for whatever is necessary to protect the value of the property. Lender's actions may include paying any sums secured by a lien instrument, appearing in court, paying reasonable attorneys' fees and Although Lender may take action under this paragraph 7, Lender does

under this paragraph 7 shall become additional debt of Borrower unless Borrower and Lender agree to other terms of payment, these amounts resented at the Note date and shall be payable, with interest, upon notice of demand.

Lender required mortgage insurance as a condition of making the loan Borrower shall pay the premiums required to maintain the mortgage insurance coverage required by Lender lapses or ceases to be able to obtain coverage substantially equivalent to the mortgage substantially equivalent to the cost to Borrower of the mortgage insurance coverage approved by Lender. If substantially equivalent mortgage coverage paid by Borrower when the insurance coverage lapsed or ceased to be maintained these payments as a loss reserve in lieu of mortgage insurance. Loss required, at the option of Lender, if mortgage insurance coverage (in the amount required) provided by an insurer approved by Lender again becomes required to maintain mortgage insurance in effect, or insurance ends in accordance with any written

Oregon - Single Family - Fauteau Model

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|             | Borrower initials |      |    |  |

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9. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at least one day or prior to an inspection specifying reasonable 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 condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Security Instrument, whether or not taken in full, with any less paid to Borrower. In the event of a partial taking of any part of the Property, or for conveyance in lieu of the Property, the proceeds shall be applied to the sums secured by this Security Instrument 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 total amount of the sums secured by this Security Instrument shall be reduced by the following fraction: (a) the fair market value of the Property immediately before the taking; (b) the fair market value of the Property immediately before the taking. 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 condemner for damages, Borrower fails to respond to Lender within 30 days after authorization to collect and apply the proceeds, at its option either to the sums secured by this Security Instrument whether or not then due, or otherwise agree in writing, any application of proceeds to principal shall be the monthly payments referred to in paragraphs 1 and 2 or change the

Unless Lender and Borrower do not extend or postpone the due date of payment of each payment.

11. Borrower Not Released from payment or modification of amortization of any successor in interest of Borrower's successors in interest. Lender may not release or refuse to extend time for payment or modification of amortization of the sums secured by this Security Instrument by reason of any such transfer. Any forbearance by Lender in exercising any right or remedy.

12. Successors and Assigns. Agreements of this Security Instrument subject to the provisions of paragraph 17. Borrower who co-signs this Security Instrument only to mortgage, grants Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c)

13. Loan Charges. If the maximum loan charges, and that loan 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 bring the loan charge within the permitted limit, and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded by reducing the principal balance or by making a direct payment to Borrower. It's refund

Forbearance 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 Borrower, or otherwise required to commence proceedings against any successor or assign made by the original Borrower or Borrower's successors in interest, shall not be a waiver of or preclude the exercise of any right or remedy.

and Several Liability; Co-signers. The covenants and conditions of this Security Instrument shall bind all co-signers and assigns of Lender and Borrower, and shall not be construed to release the liability of the original Borrower or Borrower's interest in the Property under the terms of this Security Instrument; and (c) Borrower may agree to extend, modify, forbear or make any accommodations or changes to the Note without the Borrower's consent.

by this Security Instrument is subject to a limit which sets the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to bring the loan charge within the permitted limit, and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded by reducing the principal balance or by making a direct payment to Borrower. It's refund

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reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower delivering it or by mailing it by first class mail shall be directed to the Property Address. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender has provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given.

**15. Governing Law; Severability.** law of the jurisdiction in which the Property Instrument or the Note conflict with applicable law, such conflict shall not affect other provision of this Security Instrument and the Note which can be given.

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

**17. Transfer of the Property or any interest in it** is sold or transferred. Borrower is not a natural person) without immediate payment in full of all sums so exercised by Lender if exercise is prohibited.

If Lender exercises this option provide a period of not less than 30 days must pay all sums secured by this Security Instrument during this period; Lender may invoke any demand on Borrower.

**18. Borrower's Right to Reinstate.** to have enforcement of this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses including reasonable attorney's fees; and (d) takes this Security Instrument, Lender's right to enforce this Security Instrument shall continue and the obligations secured hereby shall not apply in the event of acceleration.

**19. Sale of Note; Change in Security Instrument.** may be sold or 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. If there is a change of the Loan Servicer (see paragraph 14 above and applicable law), the address to which payments should be made. The notice will state the name and address of the new Loan Servicer and be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** release of any hazardous substances, anything affecting the Property that

ever provided for in this Security Instrument shall be given by mail unless applicable law requires use of another method. The notice to any other address Borrower designates by notice to Lender. Any notice to Lender's address stated herein or any other address Lender has provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given.

This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provision of this Security Instrument without the conflicting provision. To this end the provisions of this Security Instrument are declared to be severable.

shall be given one confirmed copy of the Note and of this Security

**18. Beneficial Interest in Borrower.** If all or any part of the Property (or if a beneficial interest in Borrower is sold or transferred and Lender's prior written consent Lender may, at its option, require Lender to give Borrower notice of acceleration. The notice shall be given to Borrower within 30 days of the date of this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period permitted by this Security Instrument without further notice or

acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstate at any time prior to the earlier of: (a) 5 days (or specified for reinstatement) before sale of the Property pursuant to any instrument; or (b) entry of a judgment enforcing this Security Instrument, plus Lender's all sums which then would be due under this Security

Instrument had occurred; (b) cures any default of any other covenants or conditions in this Security Instrument, including, but not limited to, such action as Lender may reasonably require to assure that the lien of

in the Property and Borrower's obligation to pay the sums secured by this Security Instrument remain fully effective as if no acceleration had occurred. However, this

use of acceleration under paragraph 17.

**20. Loan Servicer.** The Note or a partial interest in the Note (together with one or more entities 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.

Borrower will be given written notice of the change in accordance with applicable law. The notice will state the name and address of the new Loan Servicer and be made. The notice will also contain any other information required by applicable law.

Borrower shall not cause or permit the presence, use, disposal, storage, or removal of any hazardous substances, anything affecting the Property that violates environmental law. The preceding two sentences shall

|   |                                 |  |  |                |
|---|---------------------------------|--|--|----------------|
| OREGON Single Family-Mortgage<br>HDFCord.doi - 12/28/08 10:14 AM<br>PP - 01/12 09:51 PM | Revised 11/15/01<br>Page 1 of 9 | 100-1000<br>Borrower Initials<br>1/14/09 | 100-1000<br>Lender Initials<br>1/14/09 | Form 3133-9/98 |
|---|---------------------------------|--|--|----------------|

not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be inappropriate for normal residential uses and to the maintenance of the Property.

Borrower shall promptly give notice 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 liquids 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. Borrower's breach of any covenant of paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action which the default must be cured; and notice may result in acceleration of the default; (c) a date not less than 30 days from the date the notice is given to Borrower; by (d) fail to cure the default on or before the date specified in the notice. Borrower further covenant and agree as follows:

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of sale, and of Lender's election to cause the Property to be sold. Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons in the manner prescribed 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 it determines. Trustee may postpone sale of all or any parcel of the Property and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or restrictions in it. 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 attorney's fees; (b) to all sums due and owing by Borrower to Lender under 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 and full surrender this Security Instrument and all notes evidencing debt to Trustee, Trustee shall reconvey the Property without warranty and without any conditions or perils as shall pay any recordation costs.

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Date Mac 1998 FORM INSTRUMENT

Borrower Initials  
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Form 3-33 9-98

23. Substitute Trustee. Lend to any Trustee appointed hereunder. With all the title, power and duties conferred.

24. Attorneys' Fees. As used any attorney's fees awarded by an appeal.

25. Riders to this Security Instrument together with this Security Instrument, and shall amend and supplement the same part of this Security Instrument. [Check

may from time to time remove Trustee and appoint a successor trustee. Such conveyance of the Property, the successor trustee shall succeed to the Trustee herein and by applicable law.

this Security Instrument and in the Note, "attorneys' fees" shall include the court.

Instrument. If one or more riders are executed by Borrower and recorded covenants and agreements of each such rider shall be incorporated into the terms and conditions of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(s)]

- ( ) Adjustable Rate Rider      ( ) Condominium Rider  
( ) Graduated Payment Rider      ( ) Planned Unit Development Rider  
(X) Balloon Rider      ( ) Rate Improvement Rider  
( ) Construction/Penalty Rider      (X) Other(s) [specify] **PREPAYMENT PENALTY RIDER**

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

"UNDER OREGON LAW, MOST  
LOANS AND OTHER CREDIT EXTENSIONS WHICH  
ARE NOT FOR PERSONAL, FA-  
THE BORROWER'S RESIDENCE  
SIGNED BY US TO BE IN FORCE  
MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE  
BILLED."

AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY US  
CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH  
ARE NOT FOR PERSONAL, FAMILY OR BUSINESS PURPOSES OR SECURED SOLELY BY  
THE BORROWER'S RESIDENCE  
MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE  
BILLED."

OREGON-Single Family-Family Max Fd:

Die Mac UNIFORM INSTRUMENT

Form 3038 0790

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Borrower's initials  
Page 3 of 9

BY SIGNING BELOW, Borrower and  
Instrument and in any rider(s) executed by  
Witnesses:

WINFRED H HAWKINS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(Space Below This Line Reserved for Acknowledgment)

State of Oregon,

OCT 11 1982 15 PM  
WINFRED H HAWKINS

My ss:

I hereby acknowledge the above named

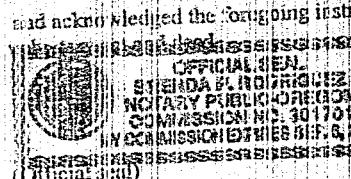
and acknowledge the foregoing instru-

ment to be true.

RS

Before me: / *B. Rodriguez* /  
Notary Public for Oregon

My commission expires: *7-6-01*



TO TRUSTEE:

The undersigned is the holder of the  
with all other indebtedness secured  
cancels said note or notes and this Deed  
all the estate now held by you under

REQUEST FOR RECONVEYANCE

note or notes secured by this Deed of Trust. Said note or notes, together  
the Deed of Trust, have been paid in full. You are hereby directed to  
the Trustee, which are delivered herein, and to reconvey, without warranty,  
this Deed of Trust to the person or persons legally entitled thereto.

Date:

OREGON - Single Family - Vehicle Mortgage

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Mac LUNG ONG ORIGINATOR

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Form 3038 9/90

Loan Number: 1708120076

Date: 1/12/99

Property Address: 8919 SHADY PT E ROAD  
KLAMATH FALLS, OR 97601

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

APN # 000

**Description of Property**

A portion of the SW  $\frac{1}{4}$  N.E.  $\frac{1}{4}$  of Section 31, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the quarter corner common to Sections 31 and 32, Township 37 South, Range 9 East of the Willamette meridian, Klamath County, Oregon, thence North 89°49' West for a distance of 1444.55 feet; to the Southeast corner of the tract herein described; thence North 1°10' East 655 feet, more or less, to a point on the Easterly right of way line of the Dallas-California Highway; thence South 19°55' West along said right of way line 212 feet, more or less, to a point which is North 89°49' more or less, to the point of beginning; thence South 19°49' East 735 feet;

## PREPAYMENT ADDENDUM

## TO NOTE AND RIDER TO DEED OF TRUST

1/12/99

Loc. No: 1708120075

THIS PREPAYMENT ADDENDUM TO THE DEED OF TRUST is incorporated into and shall be deemed a part of the Note and Security Instrument made on 1/12/99, and is dated as of even date hereof.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender, by their covenants and agreements follows:

## 1. PREPAYMENT PENALTY

If within 3 years from the date of execution of the Security Instrument I make a full prepayment and at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to six months advance interest on the amount of any prepayment that, when added to all other amounts prepaid during the twelve (12) month period immediately preceding the date of the prepayment, exceeds twenty percent (20%) of the original principal amount of the Note.

If a law, which applies to this loan and prepayment charges, is finally inter-connected with this loan and exceeds the amount necessary to reduce the prepayment charge is prohibited, no

which sets maximum prepayment charge or prohibits collection so that the prepayment charge to be collected in prohibited limits, then (i) any such prepayment charge shall be reduced the charge to the permitted limit, or (ii) if the prepayment charge shall be assessed or collected.

BY SIGNING BELOW, Borrower accepts this Addendum and agrees to the terms and conditions contained in the Prepayment Rider.

*Winifred J. Hawkins*  
WINIFRED J. HAWKINS

2019

## BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made on 1/1/99, and amends a Note in the amount of \$35,000.00 (the "Note") made by the person(s) who signs below ("Borrower") to Polaris Mortgage Associates, a Division of First American Funding Associates, L.P. ("Lender") and the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given

in addition to the agreements and provisions set forth in the Note and the Security Instrument, both Borrower and Lender further agree as follows:

#Error:

At least ninety (90) but not more than one hundred twenty (120) calendar days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date (assuming all scheduled payments are paid in full).

*Winfred H. Hawkins*  
WINFRED H. HAWKINS

1-15-99

Date

Date

Date

Date

STATE/PROVINCE : COUNTY OF KLAMATH

|                               |         |           |      |          |                           |       |
|-------------------------------|---------|-----------|------|----------|---------------------------|-------|
| Filed or record at request of | FIRST   | AMERICAN  | ETC. | RECEIVED | 22nd                      | day   |
| of                            | JANUARY | A.D. 1999 | 2    | clock    | P.M.                      | Month |
|                               | of      | MORTGAGE  | 3    | on Page  | 2308                      | Year  |
| File #                        | 965.06  |           |      | by       | Linda Smith, County Clerk |       |