

P-149
JUN 23
EX

AM 146985-14

(Sign Above This Line For Recording Data)

LOAN NUMBER: 235181
100
72011384**ORIGINAL****DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 21ST, 1999. The grantor is LARRY L. PRITCHETT, BETTY J. PRITCHETT ("Borrower"). The Trustee is FIRST AMERICAN TITLE INSURANCE CO. ENDANT MORTGAGE CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY THREE THOUSAND AND 00/100 Dollars (U.S. \$ 133,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which in its full date, if not paid earlier, is due and payable on FEBRUARY 01ST 2029. This Note: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Security Instrument; (b) the payment of all other sums, with interest, advanced under paragraph 7 to the Trustee; 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, described property located in Klamath County, Oregon:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS

BEING THE SAME PREMISES RECONDED SIMULTANEOUSLY GIVEN TO SECURE THE PURCHASE PRICE OF THE ABCVS DESCRIBED PREMISES

PREPARED BY: *Larry Pritchett*
ALICE J. BOSTON

which has the address of 1255 BRONCO LANE, CHILOE, OR 97624 ("Property Address");

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter attached to the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BORROWER COVENANTS and conveys the Property and that it and will defend generally the title to

THIS SECURITY INSTRUMENT limited by jurisdiction to

OREGON, Simple Family - Faithful Title Field
1991 Rev. 0/93 (FORSO)

Mac UNIFORM INSTRUMENT

Form 3938, 9/19, page 7 of 5 pages

UNIFORM COVENANTS

1. Payment of Principal and
principal of and interest on the debt.

2. Funds for Taxes and Insurance.
Lender on the day monthly payments and assessments which may arise taxes and assessments on the Property premiums, if any; (e) yearly insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender amount a lender for a federally related Estate Settlement Procedures Act of another law that applies to the Funds amount not to exceed the lesser amount reasonable estimates of expenditures of

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity in any Federal Home Loan Bank. Lender shall apply the Funds to holding and applying the Funds, annually analyzing the escrow unless Lender pays Borrower interest on the Funds and applicable law permits Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender to make such a charge. However, if no such agreement is made or applicable law requires Lender to pay Borrower interest on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds secured by this Security Instrument.

If the Funds held by Lender exceed the amount 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 such case Borrower shall pay to Lender deficiency in no more than twelve months.

Upon payment in full of all sums so held by Lender. If, under paragraph 12, Lender acquires or sells 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 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 this Security Instrument, and leasehold payments or ground rents, if any, in manner 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 has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to secure from the holder of the lien an agreement satisfactory to Lender. 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 of Property Insurance. Property insured against loss by fire, including floods or flooding, for which Lender requires insurance carrier to provide the insurance shall be chosen by Borrower subject to Lender's rights in the Property in accordance with paragraph 7. Lender may, at Lender's option, obtain coverage to protect Borrower'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.

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 repair is not economically feasible and 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 failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition of the Property immediately prior to the acquisition of the Property.

Lender covenants and agrees as follows:

Note and any prepayment and late charges due under the Note. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, until the Note is paid in full, a sum ("Funds") for: (a) yearly priority over his Security Instrument as a lien on the Property; (b) yearly leasehold premiums, if any; (c) yearly hazard 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 Funds are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount required 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 it is a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and future Escrow Items or otherwise in accordance with applicable law.

Deposits are insured by a federal agency, instrumentality, or entity in any Federal Home Loan Bank. Lender shall apply the Funds to holding and applying the Funds, annually analyzing the escrow unless Lender pays Borrower interest on the Funds and applicable law permits Lender to require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender, unless applicable law provides otherwise. Unless an interest is paid, Lender shall not be required to pay Borrower any interest or Lender may agree in writing, however, that interest shall be paid on the Funds. Large, an annual accounting of the Funds, showing credits and debits to the Funds made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the amount 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 such case Borrower shall pay to Lender deficiency in no more than twelve months.

Upon payment in full of all sums so held by Lender. If, under paragraph 12, Lender acquires or sells 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.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to secure from the holder of the lien an agreement satisfactory to Lender. 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 of Property Insurance. Property insured against loss by fire, including floods or flooding, for which Lender requires insurance carrier to provide the insurance shall be chosen by Borrower subject to 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.

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 repair is not economically feasible and 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 failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition of the Property.

6. Occupancy; Preservation; Lessees; Holders. Borrower shall occupy the Property as his or her principal residence within sixty days after the execution of this Security Instrument for at least one year after the date of record unless otherwise withheld, or unless external circumstances exist which are beyond Borrower's control. Borrower shall allow the Property to deteriorate, or commit waste on the Property. Borrower may proceed, whether civil or criminal, as begin that in Lender's good faith the Property or otherwise materially repair the lien created by this Security Instrument, unless such a default and reinstatement provided in paragraph 18, by omitted with a ruling that, in Lender's good faith determination, precludes Borrower from doing so. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed) to provide Lender with any 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. contained in this Security Instrument, or Property (such as a proceeding in bankruptcy), then Lender may do and pay for whatever instrument, appearing in court, paying reasonable 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 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, 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 substantial equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the year's 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 entry or to an inspection specifying reasonable cause for the inspection.

10. Compensation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience 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 my excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property 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 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 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; Non-Assignment by Lender; 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 only to mortgage, grant and convey the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees at Lender and any other Borrower may agree to extend, modify, forgive or make any accommodation Borrower's covenants.

13. Loan Charges. If the loan charges, and that law is finally interpreted with the loan exceed the necessary to reduce the charge to the permitted limits will be refunded to Borrower under the Note or by making a direct payment to Borrower. A partial prepayment without any prepay-

ment charge will be deducted so that the interest or other loan charges collected or to be collected in the limited limit; and (b) any such loan charge shall be reduced by the amount of any sums already collected from Borrower which exceeded the Note. Lender may choose to make this refund by reducing the principal owed to Borrower. If a refund reduces principal, the reduction will be treated as a charge under the Note.

14. Notices. Any notice to Borrower shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed to the borrower designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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 either provisions of this Security Instrument or the Note which can be given effect without the conflict. Note are declared to be severable.

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

17. Transfer of the Property. interest in it is sold or transferred (or to a natural person) without Lender's prior written consent, sums secured by this Security Instrument shall be governed by federal law as of the date of this Security

If Lender exercises this option, ten 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. enforcement of this Security Instrument or applicable law may specify for reinstatement of this Security Instrument; or (b) entry of a judgment pays Lender all sums which then would have occurred; (b) cures any default of any Security Instrument, including, but not reasonably require to assure that the final obligation to pay the sums secured by Borrower, this Security Instrument and it occurred. However, this right to reinstate

19. Sale of Note; Change of Loan Instrument. may be sold one or more times (known as the "Loan Servicer") that collects also may be one or more changes of the Servicer, Borrower will be given written notice will state the name and address. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower any Hazardous Substances on or in the Property that is in violation of any Environmental Law or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written 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 actual knowledge. Borrower learns, or is notified by any governmental or regulatory authority, that any removal or remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: pesticides and herbicides, volatile solvents 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. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. In the event of any covenant or agreement in this Security Instrument is breached by Borrower prior to acceleration following notice to Borrower 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 will result in acceleration of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and any other defense of Borrower to accelerate the note. Lender at its option may, in accordance with this Security Instrument without further demand and applicable law, Lender shall be entitled to paragraph 21, including, but not limited

to, a Security Instrument is subject to a law which sets maximum loan rest or other loan charges collected or to be collected in the limited limit; and (e) any such loan charge shall be reduced by the amount of any sums already collected from Borrower which exceeded the Note. A refund reduces principal, the reduction will be treated as a charge under the Note.

We provide for in this Security Instrument shall be given by delivering it or by applicable law requires use of another method. The notice shall be directed to the borrower designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 conflict shall not affect either provisions of this Security Instrument or the Note which can be given effect without the conflict. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. a Beneficial Interest in Borrower. If all or any part of the Property or any a beneficial interest in Borrower is sold or transferred and Borrower is not a holder of record, Lender may, at its option, require immediate payment in full of all However, this option shall not be exercised by Lender if exercise is prohibited by this Security Instrument.

If Lender exercises this option, ten 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.

If Borrower meets certain conditions, Borrower shall have the right to have reinstated at any time prior to the earlier of: (a) 5 days (or such other period as is specified in this Security Instrument) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) is in compliance with this Security Instrument and the Note as if no acceleration had been made; (b) cures any default of any Security Instrument, including, but not reasonably require to assure that the final obligation to pay the sums secured by Borrower, this Security Instrument and it occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Instrument. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times (known as the "Loan Servicer") that collects also may be one or more changes of the Servicer, Borrower will be given written notice will state the name and address. 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 Substance on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, storage or release of Hazardous Substances that are generally recognized to be appropriate to 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 actual knowledge. Borrower learns, or is notified by any governmental or regulatory authority, that any removal or 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 materials containing asbestos or formaldehyde, and radioactive materials. As "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

In the event of any covenant or agreement in this Security Instrument is breached by Borrower prior to acceleration following notice to Borrower 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 will result in acceleration 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 to foreclose on the property. If the default is not cured on or before the date specified in the notice, Lender may invoke the power of sale and any other remedies permitted by this Security Instrument to collect all amounts due and payable under this instrument, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the two occurrences of an event of default notice to be recorded in each notice of sale in the manner prescribed by law. After the time required by public auction to the highest bids for more parcels and in any order. The public announcement at the time of the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expense 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.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. 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.

23. Attorneys' Fees. As attorney's fees awarded by an appellate court.

24. 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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were apart of this Security Instrument. [Check applicable box(s):]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

1-4 Family Rider

Biweekly Payment Rider

Second Home Rider

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:

LARRY PRITCHETT
LARRY PRITCHETT

(Seal)
-Borrower

BETTY PRITCHETT
BETTY PRITCHETT

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

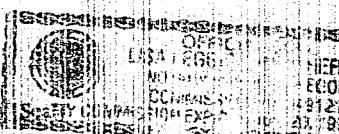
STATE OF OREGON, CLAY COUNTY

The foregoing instrument was acknowledged before me this 11ST day of JANUARY, 1999, by LARRY L. PRITCHETT AND BETTY J. PRITCHETT

SIGNATURE

TITLE OR RANK OF OFFICER

SEAL NUMBER IF ANY



2553

EXHIBIT 'A'
LEGAL DESCRIPTION

A parcel of land, situated in the South one-half of the Northeast one-quarter of Section 15, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; being more particularly described as follows:

Beginning at a point on the Eas-West center line of the Northeast one-quarter, from which a 5/8" rebar with aluminum cap marking the Center-North one-sixteenth corner of Section 15 20" West 184.01 feet; thence North 89 degrees 25' 20" East 1066.41 feet, along the S 77°34' line to a 5/8" rebar; thence South 89 degrees 25' 20" East 1066.41 feet, along the center line of a radius curve to the left 21' 07" (131.11 feet); thence North 75 degrees 07' 07" East 137.38 feet, along the radius curve to the left 21' 07" (131.11 feet); thence South 89 degrees 25' 20" West 184.01 feet to the point of beginning.

Eas-West center line of the Northeast one-quarter, from which a 5/8" rebar with aluminum cap marking the Center-North one-sixteenth corner of Section 15 20" West 184.01 feet; thence North 89 degrees 25' 20" East 1066.41 feet, along the S 77°34' line to a 5/8" rebar; thence South 89 degrees 25' 20" East 1066.41 feet, along the center line of a 60 foot private roadway easement thence along the center line of a 60 foot roadway easement as follows: along the arc of a 458.60 foot radius; thence North 78 degrees 35' 26" West 436.87 feet; 3' 04" West 131.11 feet; thence along the arc of a 262.74 foot radius; thence South 60 degrees 31' 09" West 137.38 feet to the point of beginning.

STATE OF OREGON - COUNTY OF KLAMATH

Filed for record at request of of <u>January</u> <u>1991</u>	Amherst Title McGraw-Hill Co., Inc.	at <u>3:43</u> o'clock	the <u>25th</u> day of <u>January</u> <u>1991</u>
		and duly recorded in Vol. <u>199</u>	on Page <u>2548</u>

Fee \$35.00

Linda Smith, County Clerk

Linda Smith