

will change requested all changes
in the following address.

THE RECORDED MAIL TO	KLAMATH 540 MAIN KLAMATH	FIRST FEDERAL SAVINGS & LOAN ASSOCIATION 111 N. STREET TRINITY, OR 97690
ACCOUNT NUMBER	C90-04	17597
TAX ACCOUNT NUMBER	801591	2098281

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 11, 1999, by WILLIAM G. NEUBERT AND ELIANA THE A. NEUBERT, HUSBAND AND WIFE ("Borrower"). The trustee is:

(*Trustee). The beneficiary is: ELIANA NEUBERT, HUSBAND AND WIFE, whose address is: 10145 MAINE, Klamath Falls, Oregon, 97603.

This debt is evidenced by Borrower's monthly payments, with the first debt, if no This Security instrument secures to Lend extensions and modifications of the Note, the security of this Security Instrument, Instrument and the Note; and (d) the repayment to the paragraph below ("Future Advances").

FUTURE ADVANCES. Upon request of Trustee to Borrower, may make Future Advances when evidenced by a promissory note or otherwise, and conveys to Trustee, Klamath County, Oregon.

The grantor is: WILLIAM G. NEUBERT, HUSBAND AND WIFE, whose address is: 10145 MAINE, Klamath Falls, Oregon, 97603.

ELIANA NEUBERT, HUSBAND AND WIFE, whose address is: 10145 MAINE, Klamath Falls, Oregon, 97603, and whose address is: 10145 MAINE, Klamath Falls, Oregon, 97603, ("Lender"). Borrower owes Lender the principal sum of FOUR HUNDRED EIGHTEEN THOUSAND DOLLARS (U.S.\$ 114,400.00).

Lender dated at same date as this Security Instrument ("Note"), which provides for payment earlier due and payable on FEBRUARY 1, 2029, (a) the repayment of the debt evidenced by the Note, with interest, and all renewals; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (c) the repayment of all future advances, with interest thereon, made to Borrower by Lender.

Borrower, Lender as Lender's option prior to full reconveyance of the property by Lender to Borrower. Such Future Advances, with interest thereon, shall be secured by a trust, with power of sale, the following described property located in

THE PROPERTY DESCRIBED ON PAGE 5,

WY. 10145 TH. MAINE
97603 [Street, City,
Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter a part of the property. All replacement and additions shall also be covered by this Security Instrument as the "Property".

PORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property generally the title to the Property against all

claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT variations by this instrument to constitute a uniform Covenants. Borrower and Lender covenant and agree as follows:

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note, and any prepayment and late charges due under the Note.

2. Funds or Taxes and Insurance. object to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may be due and payable by Borrower 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 costs payable by Borrower to Lender in accordance with the payment of more expensive insurance premiums. These items are called "Escrow Items." Funds in an amount not to exceed the maximum amount a lender for a federally related

ORACION-Single Family

10145 MAINE, Klamath Falls, Oregon, 97603

ELECTRONIC SIGNATURE INDEX - 00000000000000000000000000000000

infringement may require the Funds intended from time to time under this Security Instrument, if the Lender may, at any time, the amount of funds due on said basis in accordance with applicable law.

The Funds shall be held in trust by Lender, if Lender is such an institution or Lender may not charge Borrower for Escrow Items, unless Lender pays it. However, Lender may require Borrower to Lender in connection with this Loan, requires interest to be paid, Lender shall Lender may agree in writing, however, annual accounting of the Funds, show made. The Funds are pledged as additional security.

If the Funds held by Lender exceed the excess Funds in accordance with what is not sufficient to pay the Escrow Items to Lender the amount necessary to make payments, at Lender's sole discretion.

Upon payment in full of all sums held by Lender, if, under paragraph 1, Property, shall apply any Funds held

3. Application of Payments. Unless and 2 shall be applied: first, to any pre-

4. Charges; Liens. Borrower shall which may attain priority over this Security Instrument in the manner provided in person owned payment. Borrower shall Borrower makes these payments direct.

Borrower shall promptly disclaim writing to the payment of the obligations or defends against enforcement of the of the lien, or (ii) secures from the Security Instrument. If Lender determines that Lender may give Borrower actions set forth above within 10 days.

5. Hazard or Property Insurance. Insured against loss by fire, hazards, flooding, for which Lender requires coverage. The insurance carrier provided by Borrower 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

All insurance policies and renewals have the right to hold the policies and premiums and renewal notices. If the Borrower may make proof of loss if not made otherwise.

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 or secured by this Security Instrument, or does not answer within days. Lender may collect the insurance proceeds 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. If the Property is acquired by Lender prior to the acquisition, shall pay to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lease Application; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which allow the Property to deteriorate, or proceeding, whether civil or criminal, otherwise materially impair the lien or default and resistance, as provided in Lender's good faith determination, prior to the acquisition process, gave material information) in connection concerning Borrower's occupancy of the Property, shall comply with all the provisions of this Security Instrument, unless Lender agrees to the

7. Protection of Lender's Right. If this Security Instrument, or there is proceeding in bankruptcy, probate, for whatever is necessary to protect paying any sums secured by a lien, attorneys' fees and entering on the Property, if Lender does not have to do so.

the 1968 al Real Estate Settlement Procedures Act of 1974, as section 2601, see "RESPA", unless another law that applies to the Funds sets a lesser limit than the amount not to exceed the lesser amount. Lender may estimate current debt and reasonable estimates of expenditures of future Escrow Items or otherwise

amount where deposit are managed by a federal agency, instrumentality, or entity (including or in any Federal Home Bank). Lender shall apply the Funds to pay the Escrow Items, holding and paying the Funds in fully analyzing the escrow account, or verifying the over interest on the Funds and applicable law permits Lender to make such a charge, to pay a one-time charge for an independent real estate reporting service used by unless applicable law provides otherwise. Unless an agreement is made, or applicable law is not be required to pay Borrower any interest or earnings on the Funds. Borrower and that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security.

If the amount is permitted to be held by applicable law, Lender shall account to Borrower for re-removal of applicable law. If the amount of the Funds held by Lender at any time is then due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay by the deficiency. Borrower shall make up the deficiency in no more than twelve monthly

secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

unless applicable law provides otherwise, all payment is received by Lender under paragraphs 1, second, to amounts payable under paragraph 2; third, 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 security instrument, and household payments or ground rents, if any. Borrower shall pay these paragraph 2, or, if not paid in that manner, Borrower shall pay them on time directly to the promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evidencing the payments.

any lien which has priority over this Security Instrument unless Borrower: (a) agrees in secured by this lien in a manner acceptable to Lender, (b) contests in good faith the lien by, in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, an agreement satisfactory to Lender subordinating the lien to this Security my part of the Property is subject to a lien which may attain priority over this Security a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the giving of notice.

Borrower shall keep the improvements now existing or hereafter erected on the Property included within the term "extended coverage" and any other hazards, including floods or insurance. This insurance shall be maintained in the amounts and for the periods that Lender the insurance shall be chosen by Borrower subject to Lender's approval which shall not

fails to maintain coverage described above, Lender may, at Lender's option, obtain the Property in accordance with paragraph 7.

is shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of paid rent of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the repair is economically feasible and Lender's security is not lessened. If the restoration or Lender's security would be lessened, the insurance proceeds shall be applied to the sums then due, with any excess paid to Borrower. If Borrower abandons the Property, then Lender may use the proceeds to repair or restore the Property or to pay sums secured by 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 referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender prior to the acquisition, shall pay to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lease Application; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which allow the Property to deteriorate, or proceeding, whether civil or criminal, otherwise materially impair the lien or default and resistance, as provided in Lender's good faith determination, prior to the acquisition process, gave material information) in connection concerning Borrower's occupancy of the Property, shall comply with all the provisions of this Security Instrument, unless Lender agrees to the

7. Protection of Lender's Right. If Borrower fails to perform the covenants and agreements contained in legal proceeding that may significantly affect Lender's rights in the Property (such as a condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for the protection of the Property and Lender's rights in the Property. Lender's actions may include which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property, although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender to
Borrower and Lender
disbursement at the rate and
time.

7.4. Plaintiff Insurance Warning
Plaintiff as required by our contract or Lender's interest. This insurance may, but coverage the Lender purchased may not pay after cancel this coverage by providing notice.

The Borrower is responsible for cost of contract or loan balance. If the cost is added apply to this added amount. Effective date Borrower failed to provide proof of coverage.

The coverage Lender purchases may be
own and may not satisfy the need for proper
applicable law.

3. Mortgage Insurance. If Lender requires mortgage insurance, Borrower shall pay the premium.

9. Inspection. Lender or its agent may inspect the property at any time during the term of the mortgage and at any time before or after maturity or acceleration of the debt, and the Borrower shall permit such inspection. The cost of inspection shall be paid by the Borrower if the inspection is made during the term of the mortgage or by the Lender if the inspection is made after maturity or acceleration of the debt.

10. Condemnation. The proceeds of any condemnation of land or buildings shall be paid to the owner or his agent at the time of or prior to an inspection. Owner or his agent may receive notice at the time of or prior to an inspection.

In the event of a default by the Borrower in the payment of any part of the principal or interest or other sum due under this Note, the Lender may, at its option, declare all or any part of the principal and interest and other sums due hereunder to be immediately due and payable.

In the event of a total taking of the Property or part thereof or not then the, with any excess paid to the Lender of the Property immediately before the taking, the Security Instrument shall be reduced by the amount so received and the balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking is less than the amount otherwise agreed in writing or unless otherwise provided by this Security Instrument whether or not the Property is abandoned.

Land Property is abandoned by Borrower, Lender may file a claim for damages, Borrower authorized to collect and apply the proceeds, at its Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree,

11. Borrower Not Released; Forbearance
The date of the monthly payments referred to in
the Security Instrument is the date of the original
seizure of the sums secured by this Security
Instrument. Lender shall not be liable to release the liability of the original Sec-
urity Instrument or to commence or continue
any proceedings against any successor in title
to the original Secured Party. The original Secured Party may exercise all rights
and remedies available under the original Secured Party's Security
Instrument. Any forbearance by Lender in exercising any
right or remedy.

12. Successors and Assigns Bound; Joint
Instrument shall bind and benefit the same
as if signed by the Borrower's Covenants and Agreement
herein, but does not execute the Note: (a) is
owner's interest in the Property under the terms
of this Security Instrument; and (c) agrees
to make all reasonable accommodations with regard to
any accommodations with regard to

3. Loan Charges. If the loan secured by this Note is finally interpreted so that the interest exceeds the permitted limits, then: (a) any such loan and interest; and (b) any sums already collected which may choose to make this refund by reducing the principal, the reduction to be made in proportion to the amount of interest paid.

Notices. Any notice to Borrower provided by mail unless applicable law requires use of address Borrower designates by notice to Lender or any other address Lender specifies.

any such address Letter Designate deemed to have been given to Borrower or Lender by Governing Law. Severability. This Section in which the Property is located. In the event of any conflict between this Agreement and any applicable law, such conflict shall be resolved in accordance with the applicable law.

...-able law, such conflict shall not affect without the conflicting provision. To this

Borrower's Copy: Borrower shall be given the Transfer of the Property or a Beneficial Interest transferred (or if a beneficial interest in Borrower's written consent, Lender may, at its option), however, this option shall not be exercised.

in this paragraph 7(a) it becomes due and payable, with interest thereon, less you, (b) "Beneficiary" (c) "Borrower" and (d) also protects my claim Borrower shall be liable to Borrower for any insurance premium paid by Borrower to the Lender in connection with the insurance coverage required by this Security Agreement. The amounts shall bear interest from the date of Lender to Borrower requiring payment.

considerably more expensive than insurance the Borrower can obtain on Borrower's damage coverage or other mandatory liability insurance requirements imposed by the mortgagee's insurance as a condition of

Required to maintain the margin.

to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance previously in effect, at a cost substantially equivalent to the cost available, Borrower shall pay to Lender each month a sum equal to one-twelfth of paid by Borrower when the insurance coverage lapsed or ceased to be in effect, as a loss reserve in lieu of mortgage insurance. Loss reserve payments may be required if mortgage insurance coverage (in the amount and for the period that Lender again becomes available and is obtained. Borrower shall pay the premiums or to provide a loss reserve until the requirement for mortgage insurance ends in Borrower and Lender or applicable law. make reasonable entries upon and inspections of the property.

action specifying reasonable cause for the inspection. Lender shall give

Property, or for conveyance in lieu of condemnation, are hereby assigned and shall
y, the proceeds shall be applied to the sums secured by this Security Instrument,
Borrower. In the event of a partial taking of the Property in which the fair market
value is equal to or greater than the amount of the sums secured by this Security
Instrument and Lender otherwise agree in writing, the sums secured by this
Instrument multiplied by the following fraction: (a) the total amount of the
value of (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 is less than the amount of the sums secured immediately before the taking; unless Borrower
applicable law otherwise provides, the proceeds shall be applied to the sums
secured and then due.

to respond to Lender's notice by Lender to Borrower that the condemnor offers to make an offer to Lender within 30 days after the date the notice is given, Lender is to restoration or repair of the Property or to the sums secured by

in writing, an application of proceeds to principal shall not extend or postpone paragraphs 1 and 2 or change the amount of such payments.

y Lender Not a Waiver. Extension of the time for payment or modification of instrument granted by Lender to any successor in interest of Borrower shall notower or Borrower's successors in interest. Lender shall not be required to test or refuse to extend time for payment or otherwise modify amortization of and made by the original Borrower or Borrower's successors in y right or remedy shall not be a waiver of or preclude the exercise of any right and Several Liabilities Co-signers. The covenants,

co-signers. The covenants and agreements of this instrument shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that of this Security Instrument; (i) is not personally obligated to pay the sums that Lender or any other Borrower may agree to extend, modify, forbear or if this Security Instrument or the Note, without that Borrower's consent. Security Instrument is subject to a law which creates

other loan charges collected or to be collected in connection with the loan shall be reduced by the amount necessary to reduce the charge to the permitted limit which exceeded permitted limits will be refunded to Borrower.

ed as a partial prepayment without any prepayment charge under the Note.
x in this Security Instrument shall be given by delivering it or by mailing it
another method. The notice shall be directed to the Property Address or any
Any notice to Lender shall be given by first class mail to Lender's address
by notice to Borrower. Any notice provided for in this Security Instrument
is given as provided in this paragraph.

erty instrument shall be governed by federal law and the law of the state that any provision or clause of this Security Instrument or the Note conflicts with provisions of this Security Instrument or the Note which can be found in the provisions of this Security Instrument and the Note.

e conformal copy of the Note and of this Security Instrument.
Interest in Borrower's all or any part of the Property or any interest in it is
deed is sold to transferee, and Borrower is not a natural person) without
a, requiring immediate payment in full of all sums secured by this Security
Instrument is prohibited by federal law as of the date of this

18. Lender exercises this option, Lender shall within 30 days from the date the notice is delivered to Borrower, pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within 30 days, Lender may invoke any remedies permitted by law.

19. Borrower's Right to Reinstate. If Borrower discontinues at any time payment of this Security Instrument (or reinstatement) before sale of the Property or entry of a judgment enforcing this Security Instrument, Borrower shall be entitled to reinstate this Security Instrument at any time prior to the earlier of: (a) 5 days after payment to any power of sale unit. These conditions are that Borrower: (1) pays Lender all sums which then accrued; (2) cures any default of any other instrument, including, but not limited to, the Note; and (3) takes such action as Lender may reasonably require to assure that the title of this Security Instrument and the obligations secured hereby shall remain unimpaired. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

20. Sale of Note; Change of Loan Servicer. This Security Instrument may be sold one or more times with the "Loan Servicer") that collects monthly payments of the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address to which payments should be made. The notice will also contain any other information required by applicable law.

21. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances in or on the Property that is in violation of any Environmental Law. The proceeding 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 maintenance of the Property.

Borrower shall promptly give Lender notice of any governmental or regulatory agency (or private environmental agency) to which Borrower has actual knowledge, if Borrower learns, or is notified by any governmental or regulatory authority, that any necessary remedial actions in accordance with Environmental Law and the following substances: pesticides and herbicides, volatile solvents, asbestos-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: Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender may accelerate any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall less than 30 days from the date the notice cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To and the right to bring a court action to accelerate and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all the power of sale and any other remedies incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of record in each county in which any manner prescribed by applicable law to required by applicable law, Trustee will bidder at the time and place and under Trustee determining. Trustee may postpone any previously scheduled sale.

Trustee shall deliver to the person expressed or implied. The recitals in the Trustee shall apply the proceeds limited to, reasonable Trustee's and at to the person or persons legally entitled to the property.

22. Reconveyance. Upon payment of the property and shall surrender this Security Instrument. Trustee shall reconvey the property to the person or persons entitled to it. Such person or persons shall be liable for all costs of the sale in the following order: (a) to all expenses of the sale, including, but not attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess.

23. Substitute Trustee. Lender may appoint herunder. Without conveyance, the successor trustee shall succeed to all the title, power and duties

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. The covenants and the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Constructed Payment Rider
- balloon Rider
- V.A. Rider

"UNDER OREGON LAW, MOST AGREEMENTS ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE PROPERTY. IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED."

2-2285002 (010)

five Borrower may cause acceleration or mailing within which Borrower or to the equivalent of this period.

ever needs to be taken to cure the default, Borrower shall have the right to have enforcement or such other period as applicable law may provide in this Security Instrument; or (b) Borrower (1) pays Lender all sums which then occurred; (2) cures any default of any other instrument, including, but not limited to, the Note; and (3) takes such action as Lender may reasonably require to assure that the title of this Security Instrument and the obligations secured hereby shall remain unimpaired. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times with the "Loan Servicer") that collects monthly payments of the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and 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 do, nor allow anyone else to do, anything affecting the Property that is generally recognized to be appropriate to normal residential uses and maintenance of the Property.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any party involving the Property and any Hazardous Substance or Environmental Law of which Borrower learns, or is notified by any governmental or regulatory authority, that any substance affecting the Property is necessary. Borrower shall promptly take all Environmental Law.

Hazardous Substances" are those substances defined as toxic or hazardous substances by law: gasoline, kerosene, other flammable or toxic petroleum products, toxic 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.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of 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 later than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender shall further inform Borrower of the right to reinstate after acceleration to assert the non-existence of a default or any other defense of Borrower to the sums secured by this Security Instrument who at further demand and may invoke all rights permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law. After the time without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under Trustee determining. Trustee may purchase the Property by public announcement at the time and under or its direction may purchase the Property at any sale.

Trustee's bid shall be prima facie evidence of the truth of the statements made of the sale in the following order: (a) to all expenses of the sale, including, but not attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess.

22. 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 the person or persons entitled to the property, the successor trustee shall succeed to all the title, power and duties

of all sums secured by this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

23. Substitute Trustee. Lender may appoint herunder. Without conveyance, the successor trustee shall succeed to all the title, power and duties

The notice shall provide a period of not less than 10 days for all sums secured by this Security Instrument, after which Borrower may invoke any remedies permitted by law.

ever needs to be taken to cure the default, Borrower shall have the right to have enforcement or such other period as applicable law may provide in this Security Instrument; or (b) Borrower (1) pays Lender all sums which then occurred; (2) cures any default of any other instrument, including, but not limited to, the Note; and (3) takes such action as Lender may reasonably require to assure that the title of this Security Instrument and the obligations secured hereby shall remain unimpaired. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times with the "Loan Servicer") that collects monthly payments of the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and 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 do, nor allow anyone else to do, anything affecting the Property that is generally recognized to be appropriate to normal residential uses and maintenance of the Property.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any party involving the Property and any Hazardous Substance or Environmental Law of which Borrower learns, or is notified by any governmental or regulatory authority, that any substance affecting the Property is necessary. Borrower shall promptly take all Environmental Law.

Hazardous Substances" are those substances defined as toxic or hazardous substances by law: gasoline, kerosene, other flammable or toxic petroleum products, toxic 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.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of 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 later than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender shall further inform Borrower of the right to reinstate after acceleration to assert the non-existence of a default or any other defense of Borrower to the sums secured by this Security Instrument who at further demand and may invoke all rights permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law. After the time without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under Trustee determining. Trustee may purchase the Property by public announcement at the time and under or its direction may purchase the Property at any sale.

Trustee's bid shall be prima facie evidence of the truth of the statements made of the sale in the following order: (a) to all expenses of the sale, including, but not attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess.

22. 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 the person or persons entitled to the property, the successor trustee shall succeed to all the title, power and duties

of all sums secured by this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

23. Substitute Trustee. Lender may appoint herunder. Without conveyance, the successor trustee shall succeed to all the title, power and duties

of all sums secured by this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. The covenants and the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

26. Condominium Rider

27. Planned Unit Development Rider

28. Rate Improvement Rider

29. Other(s): [specify]

30. ELEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER

31. CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH

32. OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE

33. IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED

34. FORM 3035-2007
REPLACES FORM 3035-2006
10/07

BY SIGNING BELOW, I hereby acknowledge that I have read and understand the terms and conditions contained in the Security Instrument and in the rider(s) executed by Borrower and recorded with the Mississ:

WILLIAM G. NEUBERT

(Seal)

Borrower

ELIZABETH NEUBERT

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF OREGON,

On this 23rd day of January,

William G. Neubert and wife
the foregoing instrument to be

My Commission Expires: 10/14/2023
(Official Seal)

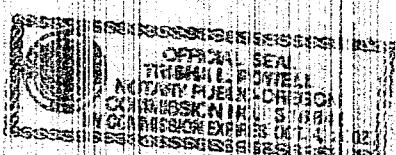
Klamath County ss.

, personally appeared the above named
Elizabet Neubert and acknowledged
voluntarily and deed

before me:

2012-11-22 11:30 AM

Notary Public for Oregon



PARCEL 1: A tract of property lying in the SE 1/4 of Section 17, Township 10 S. Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

That portion of Government Lot 4 beginning at a point which is 56.96 feet and North 30.00 feet from the Southwestern corner of Section 17, Township 10 S. Meridian; thence North 240.00 degrees 50' 45" East 169.00 feet to a point; thence South 00 degrees 53' 45" East 169.00 feet to the point of beginning;

Tax Acct. No.: 164-0170-0-01560 Key No.: 90201

PARCEL 2: A tract of land situated in Government Lot 4 of Section 17, Township 10 S. Meridian, in the County of Klamath, State of Oregon, being bounded as follows:

Commencing at the Southeast corner of said Section 17, thence 65' East, along the South line of said section, 362.77 feet thence North, 30.00 feet to a 50' iron corner of beginning; thence South 09 degrees 50' 45" East 201.02 feet to the Southwest corner of said Section 17, thence to William G. Neubert and wife by deed of the Klamath County deed at page 139 of the Klamath County deed book, 240.0 feet thence South 00 degrees 53' 45" East 240.0 feet to the Southeast corner of their property conveyed by deed Volume 1-70 at page 1319; thence South 00 degrees 53' 45" East 100.00 feet to the South corner of said property, conveyed to Nonart Brothers, a partnership by deed recorded in Volume 1-02 at page 702 of the Klamath County deeds, thence North, 336.5 feet along the South line of the Klamath River; thence Westward along said river, thence South 00 degrees 53' 45" East 102.2 feet to the beginning.

Tax Acct. No.: 164-0170-0-01561 Key No.: 901551

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of

January

of

Aspen

Title

Escrow

Accts

etc

FEE \$10.00

14 and duly recorded in Vol. 1199
on Pg. 1198
Linda Smith, County Clerk