

74576

VOL 1027 10036 2747

RECEIVED
CENDANT MORTGAGE
(CCOC) ATRIUM WAY
11th floor, NW 100
OREGON

389 (001830)

State of Oregon
Loan Number: 2296796

C 4103611-MQ

Spec. / Date This Deed is Recorded Date

N. O. Date No.

431-3296820-793B

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 25TH, 1999. The grantor is CHAD M. ROVER, ("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE CO., ("Trustee"). The beneficiary is CENDANT MORTGAGE CORPORATION, ("Lender"). The principal amount of FORTY SEVEN THOUSAND DOLLARS (\$47,961.00) is evidenced by Borrower's Note dated the full debt, if not paid earlier, due and repayable on FEBRUARY 01ST, 2029. This Security Instrument secures to Lender: (a) the principal amount of the Note, and all renewals, extensions and modifications; (b) the payment of all interest, and all costs, expenses, attorney fees, and other sums, with interest, advanced under Borrower's covenants and agreements under this Security Instrument and the Note; and (c) the performance of all covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants to Lender, title to the property located in KLAMATH County, Oregon, described below, and conveys to Trustee, in trust, with power of sale, the

made on JANUARY 25TH, 1999. The grantor is CHAD M. ROVER, ("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE CO., ("Trustee"). The beneficiary is CENDANT MORTGAGE CORPORATION, ("Lender"). The principal amount of FORTY SEVEN THOUSAND DOLLARS (\$47,961.00) is evidenced by Borrower's Note dated the full debt, if not paid earlier, due and repayable on FEBRUARY 01ST, 2029. This Security Instrument secures to Lender: (a) the principal amount of the Note, and all renewals, extensions and modifications; (b) the payment of all interest, and all costs, expenses, attorney fees, and other sums, with interest, advanced under Borrower's covenants and agreements under this Security Instrument and the Note; and (c) the performance of all covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants to Lender, title to the property located in KLAMATH County, Oregon, described below, and conveys to Trustee, in trust, with power of sale, the

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE LEGAL DESCRIPTION ATTACHED
HERETO AND MADE A PART HEREOF
BEING COMMONLY KNOWN AS: 2327 VINE AVENUE,
BEING THE SAME PREMISES CONVE
RECORDED SIMULTANEOUSLY HEREW
GIVEN TO SECURE THE PURCHASE

ED TO THE MORTGAGORS HEREIN BY DEED BEING
GIVEN ON THIS 25TH DAY OF JANUARY, 1999, BEING A PURCHASE MONEY MORTGAGE
OF THE PREMISES, AS ABOVE DESCRIBED, PREMISES.

PREPARED BY: *Chad M. Rover*
LISA M. BANNER

which has the address of 2327 VINE AVENUE, KLAMATH FALLS, OREGON 97601 ("Property Address"),
TOGETHER WITH all the improvements, fixtures, easements, rights, appurtenances, and profits now or hereafter erected on the property, and all easements, rights, appurtenances, and profits now or hereafter created on the property, and all fixtures, rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

HORROWER COVENANTS that Borrower will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT complies with the Uniform Security Instrument Act, and constitutes a uniform instrument for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform instrument covering real property.

2000-07-03 (2000)

Page 1 of 2

FHA Standard Deed of Trust, 2/91
ORIGINAL

Borrower and Lender covenant agree as follows:

DEFINITIONS:

1. **Payment of Principal, Interest, and Late Charges.** The Note evidences the Note and late charges due under

2. **Monthly Payments of Taxes, Insurance and Other Items.** With the principal and interest as set forth in the Note, levied against the Property, (b) leasehold payments paragraph 4. In any year in which the Lender is Development ("Secretary"), or in any year in which such premium instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount available in the account, or may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and implementing regulations, 24 CFR Part 3500, as the same may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or distributions before the Borrower's payments are available in the account, may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for the full payment of all such sums, Borrower's account shall be credited with an amount equal to the sum secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium. Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with an amount equal to the sum secured by this Security Instrument.

3. **Application of Payments.** All payments shall be applied by Lender as follows: (1) to the monthly mortgage insurance premium instead of the monthly mortgage insurance premium; (2) to any taxes, special assessments, or other charges due under the Note;

(3) to interest due under the Note; (4) to amortization of the principal of the Note; (5) to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Each insurance company concerned shall be directly liable to Lender, instead of to Borrower, at its option, either (a) to the total delinquent amounts applied in the order in the damaged Property. Any application of payments which are referred to in Paragraph 3, or amount required to pay all outstanding indebtedness thereto.

In the event of foreclosure of this instrument, all right, title and interest of

Borrower shall be held by the Lender, and the Lender shall be entitled to receive payment of the principal of, and interest on, the debt evidenced by the Note.

5. **Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest, a sum for (i) taxes and special assessments levied or to be levied against the Property, and (c) premiums for insurance required by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Funds."

Items in an aggregate amount not to exceed the maximum amount available in the account, or may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and implementing regulations, 24 CFR Part 3500, as the same may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or distributions before the Borrower's payments are available in the account, may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Borrower and require Borrower to make up the shortage as permitted by RESPA.

6. **Security for Escrow Items.** The Escrow Items are pledged as additional security for the sum secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium. Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with an amount equal to the sum secured by this Security Instrument.

7. **Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against all hazards, casualties and contingencies, including fire, for which Lender requires in the amount and for the period that Lender requires. Borrower shall also insure in existence or subsequently erected, against loss by floods to the extent required by law, and in a form acceptable to Lender. The insurance policies and any renewals shall be approved by Lender. The insurance policies and any renewals shall be clauses in favor of, and in a form acceptable to, Lender.

8. **Loss by Fire.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Lender may make proof of loss if not made by Borrower. Lender may apply the insurance proceeds to the repair or replacement of the indebtedness under the Note and this Security instrument, first to any prepayment of principal, or (b) to the restoration or repair of the principal shall be extended or postpone the due date of the monthly payments, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

9. **Loss by Flood.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Lender may make proof of loss if not made by Borrower. Lender may apply the insurance proceeds to the repair or replacement of the indebtedness under the Note and this Security instrument, first to any prepayment of principal, or (b) to the restoration or repair of the principal shall be extended or postpone the due date of the monthly payments, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

10. **Loss by Other Hazards.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Lender may make proof of loss if not made by Borrower. Lender may apply the insurance proceeds to the repair or replacement of the indebtedness under the Note and this Security instrument, first to any prepayment of principal, or (b) to the restoration or repair of the principal shall be extended or postpone the due date of the monthly payments, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

11. **Loss by Other Hazards.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Lender may make proof of loss if not made by Borrower. Lender may apply the insurance proceeds to the repair or replacement of the indebtedness under the Note and this Security instrument, first to any prepayment of principal, or (b) to the restoration or repair of the principal shall be extended or postpone the due date of the monthly payments, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

12. **Loss by Other Hazards.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Lender may make proof of loss if not made by Borrower. Lender may apply the insurance proceeds to the repair or replacement of the indebtedness under the Note and this Security instrument, first to any prepayment of principal, or (b) to the restoration or repair of the principal shall be extended or postpone the due date of the monthly payments, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

13. **Loss by Other Hazards.** In the event of loss, Borrower shall give prompt notice by mail to Lender. Lender may make proof of loss if not made by Borrower. Lender may apply the insurance proceeds to the repair or replacement of the indebtedness under the Note and this Security instrument, first to any prepayment of principal, or (b) to the restoration or repair of the principal shall be extended or postpone the due date of the monthly payments, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

DIPLOMAE

1. **Delivery.** Presently, Borrower shall deliver to Lender, at the time of the closing, a duly executed, signed and delivered instrument (or instruments) creating a valid and binding leasehold interest for as long as necessary for Borrower to have the right to occupy, establish, maintain and improve the principal residence for the benefit of Borrower; or, if Borrower fails to do so, then notify Lender of any extenuating circumstances which would allow the Property to be abandoned or abandoned or left unoccupied. Borrower shall also furnish Lender with accurate information or statements concerning the loan evidenced by the Note, including, the principal residence. If this Security instrument gives title to the Property, Borrower acquires fee title to the Property by writing.

6. Condemnation. The proceeds of condemnation or other taking of any part shall be paid to Lender to the extent of the instrument. Lender shall apply such proceeds to the principal amount applied in the order of payment. Note and this Security Instrument shall be

7. Charges to Borrower and Protection. Municipal charges, fines and impositions shall be levied which are owed the payment. If requested, Borrower shall promptly furnish to

If Borrower fails to make these payments, agreements contained in this Security Instrument, property (such as a proceeding in bankruptcy) whatever is necessary to protect the value of insurance and other items mentioned in Part

Any amounts disbursed by Lenier under Security instruments. These amounts shall be immediately due and payable.

Borrower shall promptly discharge any writing to the payment of the obligation secure debts against enforcement of the instrument, leg-
lien, or (e) secured from the holder of the instrument. If Lender determines that any ac-
tions set forth above within 10 days of the

B. For London may collect from

2. Grounds for Acceleration

- (a) Default: Lender may, except as is
immediate payment in full of all sums so
 (i) Borrower defaults by failing to
the due date of the next monthly pa-
 (ii) Borrower defaults by failing to
lustrum.

- (9) Sale Without Credit Approval. Let
Certain Depository Institution Act of
immediate payment in full of all sums so
(10) All or part of the Property or a
transferred (other than by devise or

any award or claim for damages, direct or consequential, in connection with any full amount of the indebtedness that remains unpaid under the Note and this Security Instrument, first to the reduction of the indebtedness under the Note and this Security Instrument, first to Paragraph 3, and then to prepayment of principal. Any application of the date of the monthly payments which are referred to in Paragraph 2, or over an amount required to pay all outstanding indebtedness under the legally entitled thereto.

on of Lender's Rights in the Property. Borrower shall pay all governmental or
we are not included in Paragraph 2. Borrower shall pay these obligations on time directly to
lure to pay could adversely affect Lender's interest in the Property, upon Lender's
ender receives evidence of these payments.

or the payment required by Paragraph 2, or fails to perform any other covenants and conditions of this Note, or legal proceeding that may significantly affect Lender's rights in the Property and Lender's rights in the Property, including payment of taxes, hazard apt. 2.

This Paragraph shall become an additional debt of Borrower and be secured by this interest from the date of disbursement, at the Note rate, and at the option of Lender,

which has priority over this Security Instrument unless Borrower: (a) agrees in writing with the Lender in manner acceptable to Lender to subordinate the lien to his Security Interest; or (b) contests in good faith the lien by, or proceeding which in the Lender's opinion operate to prevent the enforcement of the lien, or an agreement satisfactory to Lender subordinating the lien to his Security Interest; or the Proprietary is subject to a lien which may attain priority over this Security Instrument; or identifying the lien. Borrower shall satisfy the lien or take one or more of the following actions:

is authorized by the Secretary

ted by regulations issued by the Secretary in the case of payment defaults, require
tured by the Security Instrument if:
y is full and timely payment required by this Security Instrument prior to or on
bent, or
spected of failing to do so within such days, to perform any other obligations contained in this Security

er shall, if permitted by applicable law (including section 3(f)(1) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701 et seq.) and with the prior approval of the Secretary, require that all funds received by the trustee in respect of the Property, or in respect of any interest in the Property, be held in trust for the benefit of the Secured Party.

(ii) the Property is being granted to the Secretary for the security.	Borrower shall be entitled to receive payment of the principal residence, or the purchase or rental of the Property as if he or she had not been granted the Property in accordance with the requirements of the Secretary.		
(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.			
(d) Regulations of FED. Sec. 101(e) of the case of payment defaults to require acceleration or foreclosure is not permitted by regulations of the Secretary.	It is my understanding that many of the regulations issued by the Secretary will limit Lender's rights in payment in full and to reclose if not paid. This Security Instrument does not authorize acceleration or foreclosure.		
(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive and binding upon Lender when the unavailability of such ineligible insurance is sold to Lender.			
10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of the Non-Payment of the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring the obligations of Borrower under this Security Instrument, foreclosure expenses properly associated with the foreclosure proceeding. Upon reinstatement, the obligations that it secures shall remain in effect as if Lender had not been required to permit reinstatement if: (i) Lender has accepted a reinstatement after the commencement of a foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.			
11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of 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 successor in interest. Lender shall not be required to refuse to extend time for payment or otherwise modify amortization 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 Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument.			
13. Notices. Any notice to Borrower provided for in his Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender or Lender's designee by notice to Borrower. Any notice provided for in this Security Instrument shall be given as provided in this paragraph.			
14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect and the provisions of this Security Instrument and the Note are declared to be severable.			
15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.			
16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.			

Borrower shall promptly give Lender written notice if any governmental or regulatory agency or entity of which Borrower has actual knowledge, removal or other remediation of any necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Environmental Law" and the following and herbicides, volatile solvents, materials, "Environmental Law" means federal laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Both

17. Assignment of Rents. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent, as provided in the Security Instrument, for the benefit of Lender and Borrower. This security only.

If Lender gives notice of breach to Lender only, to be applied to the sums the rents of the Property; and (c) each Lender's written demand to the tenant.

Borrower has not exercised any right from exercising its rights under this par-

Lender shall not be required to enter Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents validate any other right or remedy of Lender. This assignment of rents of the Property the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies, pursuing the remedies provided in the title evidence.

If Lender invokes the power of sale, event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located, Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property in public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser implied. The recitals in the Trustee's shall apply the proceeds of the sale to reasonable Trustee's and attorneys' fees, persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure under the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights under Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to the person or persons shall pay any recording costs.

20. Substitute Trustee. Lender may hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon

any investigation, claim, demand, lawsuit or other action by any governmental or regulatory authority, that any Hazardous Substance or Environmental Law of any jurisdiction is violated by any governmental or regulatory authority, that any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all

hazardous Substances" are those substances defined as toxic or hazardous substances by instances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides or insecticides, asbestos or formaldehyde, and radioactive materials. As used in the paragraph 16, "Environmental Law" means federal laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower and Lender further covenant and agree as follows:

unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent, as provided in the Security Instrument, for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Lender only, to be applied to the sums the rents of the Property; and (c) each Lender's written demand to the tenant.

Borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the rents of the Property; and (b) Lender shall be entitled to collect and receive all of the rents of the Property shall pay all rents due and unpaid to Lender or Lender's agent on account of the rents and has no, and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

upon, take control of or maintain the Property before or after giving notice of breach to Lender or Lender's agent.

any application of rents validate any other right or remedy of Lender. This assignment of rents of the Property the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies, pursuing the remedies provided in the title evidence.

Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property in public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee's deed conveying the Property without any covenant or warranty, expressed or implied, shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale, including, but not limited to, (a) to all expenses of the sale, including, but not limited to, (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure under the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights under Paragraph 18 or applicable law.

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 legally entitled to it.

on time to timely remove Trustee and appoint a successor trustee to any Trustee appointed previously, the successor trustee shall succeed to all the title, power and duties conferred upon

21. Attorney's Fees: As used in this Security
instrument by addendum:

Riders to this Security Instrument. If one or
more riders are executed by Borrower and recorded together with this Security
Instrument, the covenants of each such rider shall
supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Bi-Weekly Rider
- Other: (specify)

BY SIGNING BELOW, Borrower
acknowledges that(s) executed by Borrower and recorded with
this instrument.

Witnesses:

Chad M. Rover
Cynthia L. Rover

Note: Attorney's fees shall include any attorney's fees

incurred by Borrower and recorded together with this Security
Instrument, the covenants of each such rider shall
supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Bi-Weekly Payment Rider
- Second Home Rider

I hereby acknowledge and agree to the terms contained in this Security Instrument and in any
rider(s) thereto.

[Seal]

Borrower

[Seal]

Borrower

[Seal]

Borrower

[Seal]

Borrower



State of Oregon, Klamath County,

On this 15th day of JANUARY, 1991,
acknowledged the foregoing instrument to

(Official Seal)

My Commission expires: 1/22/01

TO TRUSTEE:

The undersigned is the holder of her
indebtedness secured by this Deed of Trust.
Deed of Trust, which are delivered heretofore
trust to the person or persons designated

personally appeared in the above named CHAD M. ROVER, CYNTHIA L. ROVER and

THEIR WITNESS AND DEED.

Before me,

Notary Public for Oregon

REQUEST FOR CONVEYANCE

to or notes secured by this Deed of Trust
have been paid in full. You are hereby directed to cancel said note or notes and this
and to reconvey, without warranty, all the estate now held by you under this Deed of
trust thereto.

Said note or notes, together with all other
notes or notes, together with all other
estate now held by you under this Deed of
trust thereto.

Date:

(YOR.)

2753

EXHIBIT "A"
LEGAL DESCRIPTION

The West 30 feet of Lot 468 and the East
10 feet of Lot 469 in **Block 121**,
FALLS, according to the official
plat thereof on file in the office of the County Clerk of Klamath County,
Oregon.

STATE OF OREGON : COUNTY OF KLAMATH

Filed for record at request of _____
on January A.D. 1999 at 1:37 o'clockof Mauri HUBBELL

FEE \$40.00

merit title

F.M., am duly recorded in Vol. M99

on Page 2747

the 26th

day

Linda Smith, County Clerk

by Linda Smith Recd