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RECORDING REQUESTED BY: '99 JAN 25 P3:37

HEADLANDS MORTGAGE COMPANY

WHEN RECORDED MAIL TO:

1100 LARKSPUR LANDING CIRCLE, #101
LARKSPUR, CA 94939

MTC 47056-KR

LOAN#: 665765

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 19, 1999. The grantor is CHARLEEN CHANCELLOR, AN UNMARRIED WOMAN

("Borrower").

The trustee is MARIN CONVEYANCING CORPORATION, A CALIFORNIA CORPORATION ("Trustee").

The beneficiary is HEADLANDS MORTGAGE COMPANY, A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA, and whose address is 1160 N. DUTTON AVE, #250, SANTA ROSA, CA 95401 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FORTY ONE THOUSAND AND NO/100 Dollars (U.S. $ 141,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
APN: 3909-011DC-11400

which has the address of 5024 VILLA DRIVE [Street]

KLAMATH FALLS [City], Oregon 97603 [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.