

Vol. 123 Page 2776

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DEED OF TRUST

(Note), which provides for monthly payments, This Security Instrument secures to Linder; (a) the and modification of the Note; (b) the payment of Security Instrument; and (c) the performance of the purpose, Borrower irrevocably grants and conveys

3. This debt is evidenced by Borrower's note dated the same date as this Security Instrument in full, but not paid earlier, due and payable on FEBRUARY 1, 2029. Payment of this debt is secured by the FF's, with interest, and all renewals, extensions, amendments, assignments, and agreements under paragraph 1, to protect the security of this debt, in that, with power of sale, the following described property located in

("Borrower"). The trustee is
 ("Trustee"). The beneficiary is
 which is organized and existing
 _____, and whose address is
 _____ ("Lender").

ATTACHED LEGAL DESCRIPTION

Dragon 97624

Index

CELL CQUIN

(Cic.)

[illegible]

The Funds shall be held in an institution whose reports are insured by a Federal agency, instrumentality, or entity (including Lender, Borrower, or Escrow Bank). Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, except for a one-time charge for an independent audit and a periodic service used by Lender in connection with this loan, unless Lender provides otherwise. Unless an agreement is made or a note requires interest to be paid, Lender shall not be required to pay interest on earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, showing, taking and being to the Funds and the Funds are pledged as additional security for all sums secured by this Security Instrument.

OREGON Single Family • Family • Multi-Family • Commercial • Manufactured • Mobile Home • Other
 GEN Form - 6800146 • **UNIFORM INSTRUMENTS** • Form 3038 9/94

GES Form - 600046

Initials: W. J. L. (page 1 of 3)

It has Funds held by Leader exceed the amount permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Borrower when due, Leader, say so not. Borrower, in writing, say, in such case, Borrower shall say to Leader the amount necessary to make up the deficiency. Borrower shall also say to Leader in writing the deficiency in order to take such two monthly payments, at Leader's discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply the 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 under paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property with respect to which this Security Instrument is given, whether or not such charges, taxes, assessments, fines and impositions are levied or assessed against the Property, and shall be applied, first, to any delinquent taxes, assessments, charges, fines and impositions attributable to the Property with respect to which this Security Instrument is given, due; fourth, to principal due; and last, to any late charge due under the Note.

Borrower shall promptly discharge any lien which has priority over and is superior to the lien of the Lender, or which is acceptable to Lender; (b) contests in good faith the lien by, or claims for enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) obtains from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect the 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 and Property Insurance. Borrower shall keep the improvements now existing, or hereafter erected on the Property in "extended coverage" and any other hazards, including floods, or flooding, for which insurance is the subject, and for the portions that Lender requires. The insurance or insurances in the amount and for the portions that Lender requires. The insurance or insurances shall be obtained by Borrower at Lender's approval which 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 the Property in accordance with paragraph 7.

11. 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. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, if feasible and Lender's security is not lessened. If the restoration or repair is not feasible and Lender's security is not lessened, the proceeds shall be applied to the sums secured by this Security Instrument, in the order of priority set forth in the Security Instrument. If the proceeds are not sufficient to pay the sums secured by this Security Instrument, Lender may collect the insurance proceeds. If Lender has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may or may not be 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and obligations of this Security Instrument, or there is a legal proceeding, such as a foreclosure, bankruptcy, probate, or condemnation or forfeiture, that may affect the value of the Property and Lender's rights in the Property, Lender's actions may include: paying any sums secured by this Security Instrument; appointing an agent to manage the Property; paying reasonable attorneys' fees and entering on the Property; and any other actions that Lender may deem necessary to protect its rights in the Property. If Borrower does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

3. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance ceases to be in effect, Borrower shall pay the premiums required to obtain coverage again. If the cost of such replacement coverage is substantially equivalent to the cost to Borrower of 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 substantially equivalent mortgage insurance coverage is not available, Borrower shall pay the cost of replacement coverage. Lender shall retain the right to require that the mortgage reserve fund be paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. If the mortgage reserve fund is no longer being paid by Borrower when the insurance coverage lapses or ceases to be in effect, Lender may require that Lender again be provided with the mortgage reserve fund payments (or their equivalent) provided by an insurer approved by Lender again to provide the mortgage insurance coverage required to maintain mortgage insurance in effect, or to provide a loss reserve fund in place of mortgage insurance. The mortgage reserve fund shall be maintained in accordance with any written agreement between Borrower and Lender or applicable law. Lender shall give reasonable notice upon and inspections of the Property. Lender shall give

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property at the time of or prior to an inspection specifying reasons in cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, or for condemnation in lieu of damages, are hereby assigned and shall be paid to the holder of the Security Instrument.

[illegible]

If the Property is encumbered by a mortgage or other lien, the Lender shall have the right to require the Borrower to discharge such lien or liens prior to the completion of the loan. The Lender shall not be required to discharge any such lien or liens, and the Borrower shall be responsible for the discharge of any such lien or liens. The Lender shall not be required to discharge any such lien or liens, and the Borrower shall be responsible for the discharge of any such lien or liens.

Unless Lender and Borrower otherwise agree in writing, any application or request for 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; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not constitute a release of the original Borrower or the Borrower's successors or assigns. Lender shall not be required to commence proceedings against any successor in interest or to 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 or assigns in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right of 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only as a mortgagor, guarantor and co-owner of 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, re-bear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this 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. 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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. 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 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 without the conflicting provision. 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 true and correct copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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 without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. 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 without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the 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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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 use 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 Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in 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) if 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 on 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration 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 sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies 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 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 at 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 accordance with the terms of the notice. Trustee may postpone sale of all or any parcel of the Property by public auction 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 of the Property the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable costs incurred by the Trustee in connection with the sale; (b) to all amounts secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes and other documents secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. 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.

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

25. 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 a part of this Security Instrument.

(Check applicable box(es))

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Note
☒ Other(s) (specify)

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

- ☐ 1-4 Family Rider
☐ Weekly 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:

Myron Dean Haskins (Seal)
 MYRON DEAN HASKINS - Borrower

Donna E. Haskins (Seal)
 DONNA E. HASKINS - Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Space Below This Line For Acknowledgment)

STATE OF OREGON

On this 14th day of January, 1999, MYRON DEAN HASKINS AND DONNA E. HASKINS

Klamath County ss:

1999

, personally appeared the above named

and acknowledged

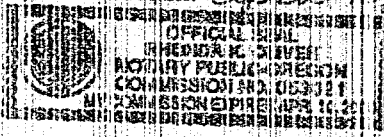
the foregoing instrument to be his/her (check) voluntary act and deed.

Before me:

[Signature]
 Notary Public for Oregon

(Official Seal)

My Commission expires: April 17, 2000



REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust, and notes or notes, together with all other indebtedness paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, without warranty, all expenses now held or not under this Deed of Trust to the person or persons legally entitled thereto.

Deed:

2780

EXHIBIT "A"

That part of the N 1/2 N 1/2 SE 1/4 SE 1/4, S 1/2 S 1/2 NE 1/4 SE 1/4, S 1/2 N 1/2 SE 1/4 SE 1/4, S 1/2 S 1/2 NW 1/4 SE 1/4, S 1/2 N 1/2 S 1/2 NW 1/4 SE 1/4, N 1/2 N 1/2 SW 1/4 SE 1/4, if any, lying East of State Highway #62 in Section 31, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon

CODE 138 & 118 MAP 3407-3400 TL 300
CODE 118 & 138 MAP 3407-3400 TL 300

STATE OF OREGON, COUNTY OF KLAMATH ss, the 26th day
Filed for record at request of Aspen T. & Escrow Co. and duly recorded in Vol. 199
of January A.D. 1999 at 2:49 o'clock on page 2776
of Mortgages Linda Smith, County Clerk
by Kathleen Brown

FEE \$30.00