

73811

AFTER RECORDING MAIL TO:

98 JAN 27 AM 08 Vol. 1197 Page 2829

CREDIT MORTGAGE
 ATTENTION: DOCUMENT CONTROL DEPARTMENT
 P.O. BOX 23929
 MILWAUKEE, WI 53223-0929

K-53106

Loan No. 2900210

Space Above (for Lender's Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 15, 1998
 The grantor is DELBERT V. ELFIN

NATIONAL TRUSTEE SERVICES CORPORATION
CREDIT MORTGAGE CORPORATION, A WISCONSIN CORPORATION

under the laws of STATE OF WISCONSIN
400 BROWN BELL ROAD BROWN DEER, WISCONSIN 53009

Borrower owes Lender the principal sum of
Twenty Two Thousand and 00/100

Dollars (U.S. \$ 72,000.00)

("Note"), which provides for: monthly payments, with
 This Security Instrument secures to Lender: (a) the
 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 the Security Instrument and the Note. For this
 purpose, Borrower irrevocably grants and conveys to the Lender, in trust, with power of sale, the following described property located in

KLAMATH

County, Oregon

SEE EXHIBIT "A" ATTACHED

which has the address of 5912 DELAWARE AVENUE

KLAMATH FALLS

Oregon: 97601

(Zip Code)

("Property Address");

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

BORROWER COVENANTS: Borrower covenants and agrees that he lawfully owns 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.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** 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 for Taxes and Escrow.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to or after this Security Instrument, a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually auditing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

OREGON - Single Family - Finite Max Tr. Lte (Rev. 11/97) UNIFORM INSTRUMENT
 GES Form - G40046

Form 3034 1/98
 Amended 5/98
 Initial 1/15/98 (of 4 pages)

If the funds held by Lender exceed the amount necessary to pay the Borrower items when due, Lender may, at its discretion, apply the excess funds to the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender at the time of acquisition or sale of the Property, shall apply

3. Application of Payments.

4. **Changes; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to this Security Instrument, and all future payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Engraver shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly discharge any lien which has been placed on the Property by the payment of the obligations herein provided for.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now exist or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period that Lender requires. The insurance policy providing the insurance shall be chosen by Borrower subject to Lender's approval which shall be in accordance with the requirements of the policy. The insurance shall be maintained in the amounts and for the period that Lender requires. The insurance shall be maintained in the amounts and for the period that Lender requires. The insurance shall be maintained in the amounts and for the period that Lender requires.

All insurable 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 shall

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 economically feasible and Lender's security is economically feasible or Lender's security would be impaired, whether or not that due, with any excess paid to Borrower. If Borrower abandons the Property, the insurance proceeds shall be applied to the amount secured by this Society. If the restoration or repair is not economically feasible or Lender's security is not offered to satisfy a claim, then Lender may collect the proceeds of the insurance for its own use. If the restoration or repair is not economically feasible or Lender's security is not offered to satisfy a claim, then Lender may collect the proceeds of the insurance for its own use. If the restoration or repair is not economically feasible or Lender's security is not offered to satisfy a claim, then Lender may collect the proceeds of the insurance for its own use.

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 paragraph 21. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance 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.

6. **Occupancy, Preservation, Maintenance and Protection of the Property;** Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument. Borrower 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 are beyond Borrower's control. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and be discharged from the lien created by this Security Instrument if, in Lender's good faith determination, such action or proceeding is brought by Borrower or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with true or accurate information or statements to Lender) in connection with the loan, as evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and costs, and making repairs. Although Lender may take action under this paragraph 7, Lender shall not merge unless Lender agrees.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date at the Note rate and shall be payable, with interest, upon notice from Lender.

3. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to obtain coverage substantially equivalent to 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 to Lender a cash reserve in lieu of mortgage insurance. The cash reserve shall be equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to begin in effect. Lender will accept, use and retain these payments as a less reserve in lieu of mortgage insurance. Loss recoverable may no longer be required, at the option of Lender, if mortgage insurance is obtained and maintained by an insurer acceptable to Lender. Borrower shall pay the premiums required for mortgage insurance for the period that Lender requires it for coverage until such time as Lender determines that the requirement for mortgage insurance has been satisfied.

9. Inspection. Lender or its agent may make reasonable entries upon premises at the time of or prior to an inspection of the mortgaged premises.

18. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with the taking of any part of the Property, or for conversion of the same, shall be paid to the Lender, to provide a loss reserve, until such time as the Lender is satisfied that the cause for the requisition is a reasonable cause for the requisition.

In the event of a total taking of the Property, the proceeds of the taking, with any interest paid to Borrower, shall be applied to the sums secured by this Security Instrument in the following order of priority: (a) the total amount of the sums secured by this Security Instrument immediately before the taking; (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing; and (c) the amount of the sums secured by this Security Instrument immediately before the taking, to the extent that the sums secured by this Security Instrument are not fully satisfied by the proceeds of the taking. If the proceeds of the taking are not sufficient to satisfy the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument in the following order of priority: (a) the total amount of the sums secured by this Security Instrument immediately before the taking; (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing; and (c) the amount of the sums secured by this Security Instrument immediately before the taking, to the extent that the sums secured by this Security Instrument are not fully satisfied by the proceeds of the taking. If the proceeds of the taking are not sufficient to satisfy the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument in the following order of priority: (a) the total amount of the sums secured by this Security Instrument immediately before the taking; (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing; and (c) the amount of the sums secured by this Security Instrument immediately before the taking, to the extent that the sums secured by this Security Instrument are not fully satisfied by the proceeds of the taking.

1. The Property is encumbered by a mortgage or other security interest, and the proceeds of the sale of the Property shall be applied to the payment of the debt secured by such mortgage or other security interest.

2. The Lender and Borrower agree that the date of the maturity of the loan shall be extended to the date of the payment of the debt secured by the mortgage or other security interest.

3. Borrower Not Released; Further Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not operate to release the liability of the original Borrower against any successor in interest or to discharge the original Borrower or Borrower's successors in interest from any debt or remedy shall not be a release of the original Borrower or Borrower's successors in interest.

4. Successors and Assigns Bound; Instrument is all bind and benefit the successors, heirs and assigns of the Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors, heirs and assigns shall be bound by the terms of this Security Instrument and shall be deemed to have agreed to extend, modify, amend or make any accommodations with regard to the terms of this Security Instrument or the

5. Loan Charges. If the loan is made by this Security Instrument is subject to a law which sets maximum loan charges, and that the loan charges collected or to be collected in connection with the loan exceed the permitted limit, and (b) any sums collected in excess of the permitted limit shall be refunded to Borrower. Lender may choose to make this refund by making a direct payment to Borrower. If a refund reduces principal, the reduction will be

6. 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 designated by Borrower by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been

7. 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 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.

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

9. 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) 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 at the date of this Security Instrument.

10. Lender's Right to Accelerate. If Borrower must meet certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the date of the Property pursuant to any power of sale contained in this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument; (b) cures any default of any other covenants or agreements; (c) pays all expenses, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as is necessary to reinstate the Property and Borrower's obligation to 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.

11. Sub of Note; Charge 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 is 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.

12. 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 so, nor allow anyone else to do so, anything affecting the Property that 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 in normal residential uses and to maintenance of the Property.

13. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by the 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 in which the Property is located that relate to health, safety or environmental protection.

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

14. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (other than the acceleration covenant). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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-acceleration of the sums secured by this Security Instrument and sale of the Property. 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 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 14, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. If Lender invokes the power of sale, Lender shall execute or cause a 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. After the time required by applicable law, Trustee shall cause the Property to be sold at public auction at the time and place and under the terms and in any order determined by Trustee. Trustee may purchase some or all of the Property at any sale. Lender or its designee may purchase the Property at any sale.

16. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not operate to release the liability of the original Borrower against any successor in interest or to discharge the original Borrower or Borrower's successors in interest from any debt or remedy shall not be a release of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercise of or preclude the exercise of any right of remedy.

17. The covenants and agreements of this Security Instrument shall be subject to the provisions of paragraph 17. Borrower's successors, heirs and assigns shall be bound by the terms of this Security Instrument and shall be deemed to have agreed to extend, modify, amend or make any accommodations with regard to the terms of this Security Instrument or the

18. 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 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.

19. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

20. 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) 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 at the date of this Security Instrument.

21. If Borrower must meet certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the date of the Property pursuant to any power of sale contained in this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument; (b) cures any default of any other covenants or agreements; (c) pays all expenses, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as is necessary to reinstate the Property and Borrower's obligation to 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.

22. 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 is 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.

23. 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 so, nor allow anyone else to do so, anything affecting the Property that 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 in normal residential uses and to maintenance of the Property.

24. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by the 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 in which the Property is located that relate to health, safety or environmental protection.

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

25. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (other than the acceleration covenant). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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-acceleration of the sums secured by this Security Instrument and sale of the Property. 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 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 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

26. If Lender invokes the power of sale, Lender shall execute or cause a 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. After the time required by applicable law, Trustee shall cause the Property to be sold at public auction at the time and place and under the terms and in any order determined by Trustee. Trustee may purchase some or all of the Property at any sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser of the property, with all documents, all the records in the Trustee's hands, all to prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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 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. Successor 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. Attorney's Fees. As used in this Security Instrument and in the Note, "attorney's 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 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 | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) (specify): | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants combined in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Delbert V. Ellis

DELBERT V. ELLIS

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Below This Line For Acknowledgment)

STATE OF OREGON

On this 21st day of January

Klamath

1999

County of _____, personally appeared the above named

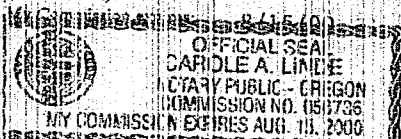
DELBERT V. ELLIS

the foregoing instrument to be his/her/their voluntary act and deed.

and acknowledges

In presence of:

(Official Seal)



Caridie A. Lindie

Notary Public for Oregon

QUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by the Deed of Trust. Said note or notes, together with all other instruments secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, and to reconvey, with warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

2833

EXHIBIT "A"
DESCRIPTION OF PROPERTY

A tract of land in Klamath County, Oregon, situated in Lot 27, HOMELAND TRACTS NO. 2, more particularly described as follows:

Beginning at the Northeastly corner of Lot 27; thence West along the South line of Delaware Avenue 137.8 feet to the true point of beginning; thence continuing West along said South line of Delaware Avenue 70 feet; thence South parallel to the West line of Lot 27, 143 feet; thence East parallel with the South line of Delaware Avenue to the Easterly line of Lot 27; thence Northeastly along said Easterly line 33 feet more or less to the Southeast corner of that certain property described in Volume M71 at page 12364, Microfilm records of Klamath County, Oregon; thence West parallel with the South line of Delaware Avenue to the Southwest corner of property described in volume M71, page 12364; thence North parallel to the West line of Lot 27, 110 feet, more or less, to the point of beginning.

STATE OF OREGON - COUNTY OF KLAMATH

ss.

Filed for record at request of First American Title the 27th day
of January A.D. 1999 at 11:08 o'clock A.M. and duly recorded in Vol. M99
of Mortgages on Page 2829

FEB 830.00

Linda Smith, County Clerk

by Matthew R. Roper