

GEN MORTGAGE

ATTN: DOCUMENT CONTROL, DEPARTMENT ENCL

P.O. BOX 23929

MILWAUKEE, WI 53223-0919

K-53106

Loan No. 2930410

Space Above This Line for Recording Data

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 15, 1993.

The grantor is DELMERT V. ELLIS

TRIUNAL TRUSTEE SERVICES CORPORATION
GEN MORTGAGE CORPORATION, WACON

under the laws of STATE OF WISCONSIN
400 BROWN DILLY ROAD BROWN DEER, WI

Borrower owes Lender the principal sum of
Seventy Two Thousand and 00/100
Dollars (U.S. \$ 72,000.00)

(Note), which provides for: monthly payments; which Secuity Instrument secures to Lender: (a) the principal and modifications of the Note; (b) the payment of Security Instrument; and (c) the performance of the purposes Borrower irrevocably grants and conveys

Klamath

SEE REBETT ATTACHED

which has the address of
5912 DELAWARE
Oregon 97601-1111

VENUE
Street

KLAMATH FALLS
(City)

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures, now or hereinafter created by the property, All rights referred to in this Security Instrument in the Property

BORROWER COVENANTS that Borrower Property and that the Property is unencumbered, subject to the Property against all claims and demands, subject to

THE SECURITY INSTRUMENT combines jurisdiction constitutes a uniform security instrument.

UNIFORM COVENANTS. Borrower and

1. Payment of Principal and Interest; Payment of interest on the debt evidenced by the Note and

2. Funds for Taxes and Insurance.

the day monthly payments are due under the Note, may attain priority over this Security Instrument if: (a) yearly taxes and property insurance premiums if any; and (b) any sum payable by Borrower to insurance premium. These items are called "Escrow Items." Maximum amount a funds for a federally related Settlement Procedures Act of 1974 as amended funds sets a lesser amount. If so, Lender may, otherwise in accordance with applicable law.

The Funds shall be held in an institution if Lender is such an institution) or in any Federal charge; Borrower for holding and applying the Funds. Borrower interest on the Funds and applies pay a one-time charge for an independent real estate provider otherwise. Unless an agreement is made Borrower any interest or earnings on the Funds. Lender shall give to Borrower without purpose for which each debit to the Funds, . . .

these deposits are insured by a federal agency, instrumentality, or entity (excluding Lender, some Loan Bank). Lender shall apply the Funds to pay the Escrow Items. Lender may not charge the escrow account, or verifying the Escrow Items, unless Lender law permits Lender to make a charge. However, Lender may require Borrower to pay the use by Lender in its action with this loan, unless applicable law or applicable interest to be paid, Lender shall not be required to pay Borrower any interest in writing, however, the interest shall be paid on the amount of the Funds, including credits and debits to the Funds and the balance. The Funds are applied as additional security for all sums secured by this Security

DRUGON - Single Family Home Mortgage
HES Form - G40046

File No. 15912 DE

JANUARY 15, 1993

If the funds held by Lender exceed the excess funds in accordance with the requirements to pay the Escrow items when due, Lender may necessary to make up the deficiency. Borrower's discretion.

Upon payment in full of all sums secured by Lender. If, under paragraph 21, Lender shall retain any funds held by Lender at the time of acquisition.

3. Application of Payments. Order 2 shall be applied first, to any prepayment charge due; fourth, to principal due; and last, to any late charges due.

4. Changes; Liens. Borrower shall not may attain priority over this Security instrument, manner provided in paragraph 2, or if not paid Borroewr shall promptly furnish to Lender all notices. Borrower shall promptly furnish to Lender receipt of the payment of the obligation secured by the lien i enforcement of the lien in legal proceedings which the holder of the lien in agreement satisfactory to part of the Property is subject to a lien which may be levied upon the Property. Borrower shall satisfy the lien or take one.

5. Hazards or Property Insurance. Borrower apical loss by fire, hazards included within the coverage required by Lender. This insurance shall be providing the insurance shall be chosen by Borrower to maintain coverage described above. Lender accordance with paragraph 7.

All insurance policies and renewals shall be the right to hold the policies and renewals. If Lender receives notice in the event of loss, Borrower shall not made promptly by Borrower.

Unless Lender and Borrower otherwise agree damaged, if the restoration or repair is economically feasible and Lender's security would be threatened, whether or not then due, within any extended day, a notice from Lender that the insurance carrier may use the proceeds to repair or restore the Property 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agreed to date of the monthly payments referred to in this paragraph it acquired by Lender. Borrower's right to pay insurance that pays to Lender to the extent of the sums secured by this Security instrument.

6. Occupancy; Preservation, Maintenance and Repair. Borrower shall occupy, establish, and use the Property as Borrower and shall continue to occupy the Property as Borrower otherwise agrees in writing, which consent shall not be 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 foreclosure judgment could result in forfeiture of the Property or security interest. Borrower may cure such a default and diminished with a ruling that, in Lender's good faith, a material impairment of the lien created by this Security instrument, wherein, during the loan application process, gave materially false or inaccurate information in connection with the loan Borrower's occupancy of the Property is a principal requirement of the lease. If Borrower acquires fee title to the property in writing.

7. Protection of Lender's Rights in the Property. Security instrument, or there is a legal proceeding, that bankruptcy, probate, foreclosures or attachment or to protect the value of the Property and Lender's rights in the Property, Lender may take action under this paragraph which has priority over this Security instrument. Although Lender may take action under this paragraph.

Any amounts disbursed by Lender under this instrument. Unless Borrower and Lender agree to otherwise, at the Note rate and shall be payable, with interest, upon notice given by Lender.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, the amount of the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage lender if available, Borrower shall pay to Lender an amount being paid by Borrower while the insurance coverage is suspended, a loss reserve in lieu of mortgage insurance. Loss reserve sufficient coverage in the amount and for the period that Lender is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, in accordance with the requirements of Lender.

9. Inspection. Lender or its agent may make inspection at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Cancellation. The proceeds of any award notice or other taking of any part of the Property, or for conveyance in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, which fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree, the amount of the proceeds multiplied by the following factor divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree, the sum secured by this Security instrument, which fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree, the sum secured by this Security instrument.

to be held by Lender in account as Borrower's for the unapplied funds so held by Lender, at any time is not sufficient in amount, and, in such case, Borrower shall pay to Lender the amount of deficiency in no more than twelve monthly payments, at Lender's sole discretion.

by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, prior to the acquisition or sale of the Property, shall apply or sell the same as a cash advance against the sum secured by this Security instrument.

Applicable law provides, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to amounts payable under paragraph 2; third, to interest due under the Note; second, to amounts payable under paragraph 1; and last, to any late charges due under the Note.

5. Taxes, Assessments, Charges, Fines and Impositions. At any time there shall be household payments or ground rents, if any. Borrower shall pay these obligations in the manner Borrower shall pay them on time directly to the person owed payment, of amounts to be paid under this paragraph. If Borrower makes these payments directly, evidencing the payment.

which has priority over this Security instrument unless Borrower: (a) agrees in writing to

a manner acceptable to Lender; (b) consents in good faith the lien by, or defaults against

the Lender's option operate to prevent the enforcement of the lien; or (c) secures from

and/or subordinating this Secuity Instrument. If Lender determines that any

action taken by Borrower under this paragraph, Lender may give Borrower a notice identifying

the actions set forth above within 30 days of the giving of notice.

Borrower shall keep all improvements now existing or hereafter erected on the Property insured in "extended coverage" and any other hazards, including floods or flooding, for which insurance is required by Lender, or for the period that Lender requires. The insurance carried by Borrower shall be subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Insurance premiums, Borrower shall promptly give to Lender all receipts of paid premiums and receive prompt notice from the insurance carrier and Lender. Lender may make proof of loss

in writing, insurance proceeds shall be applied to restoration or repair of the Property if feasible and Lender's security is not impaired. If the restoration or repair is not feasible, the insurance proceeds shall be applied to the sum secured by this Security instrument to Borrower. If Borrower abandons the Property, or does not answer within 30 days to Lender's notice of the insurance proceeds, Lender or to pay same secured by this Security instrument, whether or not then due. The

amount of proceeds to principal shall not extend or postpone the due date of the payment. If under paragraph 21 the Property

this Security instrument immediately prior to the acquisition

Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower's principal residence within sixty days after the execution of this Security instrument, for at least one year after the date of occupancy, unless Lender reasonably withhold, or unless extenuating circumstances exist which are beyond Lender's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property or otherwise materially impair the lien created by this Security instrument or Lender's interest, as provided in paragraph 18, by causing the action or proceeding to be instituted, pursued or maintained against Lender's interest in the Property or other interests or Lender's security interest. Borrower shall also be in default if Borrower, or inaccuracy information or statements to Lender (or failed to provide Lender with Notes, including, but not limited to, representations concerning the Security instrument is on a leasehold, Borrower shall comply with all leasehold and the fee title shall not merge unless Lender agrees

fails to perform the covenants and agreements contained in this instrument, then Lender may do and pay for whatever is necessary to effect Lender's rights in the Property (such as a proceeding in the court, paying reasonable attorney's fees and entering on the Property to make

any additional debt of Borrower secured by this Security instrument, including, but not limited to, interest from the date of disbursement to Borrower requesting payoff notice.

Mortgage insurance as a condition of making the loan secured by this Security instrument in effect. If, for any reason, the mortgage insurance in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the sum to Borrower of the mortgage insurance approved by Lender. If substantially equivalent mortgage insurance cannot be obtained by Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve ceases to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve may no longer be required, at the option of Lender, if mortgage insurance is provided by Lender again becomes available to maintain mortgage insurance in effect, or to provide a loss reserve, until any written agreement between Borrower and Lender or applicable law.

and inspections of the Property. Lender shall give Borrower notice of damages, direct or consequential, in connection with any condemnation, or other taking of the Property, or for conveying, or for any other cause for the inspection.

claim for damages, direct or consequential, in connection with any condemnation, or other taking of the Property, or for conveying, or for any other cause for the inspection.

In the event of a total taking of the Property, the fair market value of the Property in which the sum secured by this Security instrument is held by Lender, the amount of the sum secured by this Security instrument immediately before the taking, shall be reduced by (a) the total amount of the sum secured immediately before the taking, (b) Any balance shall be paid to Lender. In the event of a partial taking of the Property in which the fair market value of the Property in which the sum secured by this Security instrument is held by Lender, the amount of the sum secured by this Security instrument which is held by Lender.

Loan No. 20100018

This Property is located at 5549 Brainerd Rd. Ste 200, Minneapolis, MN 55412. A copy of the Deed, Bill of Sale or other instrument of conveyance, or leasehold interest, or other documents relating thereto, is available at the office of the Lender.

Unless Lender and Borrower otherwise agree in writing, any payment referred to in

(1) **Borrower Not Released:** Full satisfaction 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 reflect to the original Borrower any reason of any demand made by Lender; right or remedy shall not be a bar.

(2) **Successors and Assigns Bound:** Instrument of all kind and benefit the successors and agreements shall be joint and several and may be co-signers this Security Instrument only if (a) is co-signing this Security Instrument only; (b) is not personally liable; (c) another Borrower may agree to extend, modify, Note without Lender's Borrower's consent.

(3) **Loan Charges:** If the loan term is finally interpreted so that the interest or limits, then: (a) any such loan charge shall be already collected from Borrower which exceed reducing the principal owed under the Note or Note; as a partial prepayment without any pre-

(4) **Notice:** Any notice to Borrower must use applicable law requires use of Borrower designates by notice to Lender. Another address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.

(5) **Governing Law; Severability:** which the Property is located. In the event there conflict shall not affect other provisions provision. To this end the provisions of this Security Instrument.

(6) **Borrower's Copy:** Borrower shall be given a copy of the Note and of this Security Instrument.

(7) **Transfer of the Property or a Beneficial Interest:** if sold or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower, Lender may, at its option, require him to be exercised by Lender if exercise is pre-

30 days from the date the notice is delivered or Borrower fails to pay these sums prior to the exercise of this further notice or demand on Borrower.

(8) **Borrower's Right to Reinstate:** Security Instrument is discontinued at any time for reinstatement before sale of the Property pursuant to this Security Instrument. These conditions are: (a) Lender has incurred no expenses in enforcing this Security Instrument and the Note as if no acceleration had occurred; (b) Lender may reasonably require to assure that the pay the sums required by this Security Instrument the obligations incurred hereby shall remain fully effective as if no acceleration had occurred.

(9) **Sale of Note; Charge of Lien:** Borrower has sold one or more times without prior notice to collects monthly payments due under the Note and unrelated to a sale of the Note. If there is a change with paragraph 14 above and applicable law, The payments should be made. The notice will also contain:

(10) **Hazardous Substances:** Borrower shall

Substances on or in the Property. Borrower shall any Environmental Law. The preceding two sections of Hazardous Substances that are generally recognized

Borrower shall promptly give Lender written notice to any regulatory agency or private party involving the knowledge. If Borrower learns, or is notified of Hazardous Substances affecting the Property is necessary environmental law.

As used in this paragraph 20, "Environmental Law" and the following substances: Substances defined as toxic or hazardous substances by Environmental Law mean federal laws and state protection.

NON-UNIFORM COVENANTS. Borrower

(11) **Acceleration; Remedies:** Lender shall covenant or agreement in this Security Instrument otherwise). The notice shall specify: (a) the default date the notice is given to Borrower, by which date specified in the notice may result in acceleration notice shall further inform Borrower of the right existence of a default or any other defense of Borrower specified in the notice. Lender at its option may require further demand and may invoke the power granted to collect all expenses incurred in pursuing reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender an event of default and of Lender's election to cause to which any part of the Property is located applicable law to Borrower and to other persons present demand on Borrower, shall sell the Property designated in the notice of sale in the manner or any part of the Property by public auction or may purchase the Property at any sale.

Lender to collect the sum for which the covenants referred to in the instrument or award of attorney's fees and costs of title evidence given, Lender is entitled to collect the same, recited by this Security instrument, or any sum in excess of such amount or portion of the due or unpaid balance of the sums of all or part.

any application of a sum to principal shall not exceed the proportion the due date of the payment or the date of the payment.

(a) **Lender Not Responsible:** Full satisfaction 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 reflect to the original Borrower any reason of any demand made by Lender; right or remedy shall not be a bar.

(b) **Congressional Addendum:** Not later than the time for payment or modification of amortization of the instrument or note shall not operate to release the liability of the original Borrower against any successor in interest or reflect to the original Borrower any reason of any demand made by Lender; right or remedy shall not be a bar.

(c) **Successors and Assigns:** The covenants and agreements of this Security instrument shall not operate to release the liability of the original Borrower against any successor in interest or reflect to the original Borrower any reason of any demand made by Lender; right or remedy shall not be a bar.

(d) **Liability; Co-signers:** The covenants and agreements of this Security instrument shall not operate to release the liability of the original Borrower against any successor in interest or reflect to the original Borrower any reason of any demand made by Lender; right or remedy shall not be a bar.

(e) **Reduction of Principal:** Reduction of the time for payment or modification of amortization of the instrument or note shall not operate to release the liability of the original Borrower against any successor in interest or reflect to the original Borrower any reason of any demand made by Lender; right or remedy shall not be a bar.

(f) **Refund:** Any notice to Borrower shall be directed to the Property Address or any other address 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 in this paragraph.

(g) **Governing Law; Severability:** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located or the Note conflicts with applicable law, any provision or clause 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.

(h) **Borrower's Copy:** Lender shall be given a copy of the Note and of this Security instrument.

(i) **Transfer of the Property or a Beneficial Interest:** If sold or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower, Lender may, at its option, require him to be exercised by Lender if exercise is pre-

30 days from the date the notice is delivered or Borrower fails to pay these sums prior to the exercise of this further notice or demand on Borrower.

(j) **Borrower's Right to Reinstate:** Borrower may have the right to have enforcement of this Security instrument discontinued at any time for reinstatement before sale of the Property pursuant to this Security instrument. These conditions are: (a) Lender has incurred no expenses in enforcing this Security instrument and the Note as if no acceleration had occurred; (b) Lender may reasonably require to assure that the pay the sums required by this Security instrument, Lender's right in the Property and Borrower's obligation to pay the same, shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in

certain conditions. Borrower may have the right to have enforcement of this Security instrument discontinued at any time for reinstatement before sale of the Property pursuant to this Security instrument. These conditions are: (a) Lender has incurred no expenses in enforcing this Security instrument and the Note as if no acceleration had occurred; (b) Lender may reasonably require to assure that the pay the sums required by this Security instrument, Lender's right in the Property and Borrower's obligation to pay the same, shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in certain conditions. Borrower may have the right to have enforcement of this Security instrument discontinued at any time for reinstatement before sale of the Property pursuant to this Security instrument. These conditions are: (a) Lender has incurred no expenses in enforcing this Security instrument and the Note as if no acceleration had occurred; (b) Lender may reasonably require to assure that the pay the sums required by this Security instrument, Lender's right in the Property and Borrower's obligation to pay the same, shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in

or a partial interest in the Note (together with this Security instrument) may be sold or transferred (or if a beneficial interest in Borrower, Lender may, at its option, require him to be exercised by Lender if exercise is pre-

30 days from the date the notice is delivered or Borrower fails to pay these sums prior to the exercise of this further notice or demand on Borrower.

(l) **Substances:** Borrower shall not permit the presence, use, disposal, storage, or release of any Hazardous Substances defined as toxic or hazardous substances by federal, state or local law, including but not limited to, asbestos, lead-based paint, polychlorinated biphenyls, organic solvents, benzene, and aromatic materials.

(m) **Environmental Laws:** Borrower shall not violate any environmental laws or regulations, including but not limited to, the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Safe Drinking Water Act, the Clean Air Act, the Clean Water Act, and the Endangered Species Act, and shall not pollute or otherwise damage the Property in violation of any environmental laws or regulations.

and Lender further

give notice to Borrower prior to acceleration following Borrower's breach of any condition or covenant contained in this Security instrument under paragraph 17 unless applicable law provides

(a) the action required to cure the default; (b) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(b) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(c) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(d) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(e) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(f) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(g) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(h) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(i) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(j) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

(k) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration and the right to bring a court action to assert the non-accrual of interest and the right to foreclose the title to the Property.

Form 2010-09-01
Date 12/31/2010
Lender or Trustee: [Signature]

Trustee shall deliver to the person named in his will. The receipts in the Trustee's hands shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums

paid to the Trustee by the person named in his will, or by any other person entitled to receive payment under the will, less any amount or warrant, expressed or implied, given by the testator in his will, or any statement made therein. Trustee shall not be liable for any loss or damage resulting from the sale, including, but not limited to, reasonable attorney's fees; and (c) any excess to the person or persons legatees.

22. Reconveyance. Upon payment of Property and shall surrender this Security Instrument to Trustee without warranty to him. Lender may charge such person or persons (Trustee) for services rendered and the charging of costs.

23. Successor Trustee. Lender may hereunder. Without conveyance of the Property, 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. In the covenants and agreements of such rights means of this Security Instrument as if the rider(s) were a part of this Security Instrument.

- Adjustable Rate Rider
- Graduated Payment Rider
- balloon Rider
- Other(s) (specify)

all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the same and all rights evidencing debt secured by this Security Instrument to Trustee. Trustee, person or persons legally entitled to it. Such person or persons shall pay any recordation fee for reconveying the Property, but only if the fee is paid to a third party (such as the title company) under applicable law.

from time to time, name Trustee and appoint a successor trustee to any Trustee appointed a successor trust shall succeed to all the title, power, and duties conferred upon Trustee

in the Note, "attorneys' fees" shall include any attorneys' fees awarded by appellate court.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, such rider shall be incorporated into and shall amend and supplement the covenants and

(3) were a part of this Security Instrument:

- Condominium Rider
- Limited Unit Development Rider
- Right of Assignment Rider

- 1-4 Family Rider
- Diversity Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower agrees to the rider(s) executed by Borrower and recorded with this Security Instrument and agrees to the terms and covenants contained in this Security Instrument and to pay

Interest:

ELBERT V. ELLIS

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

RECEIVED: BORROWER THIS DAY FOR ACKNOWLEDGMENT

STATE OF OREGON,

On the 21st day of January 1999,

DELBERT V. ELLIS,

the foregoing instrument to be his/her than your

Klamath

County of

1999

, personally appeared the above named

and acknowledged

(Official Seal)



OFFICIAL SEAL

CAROLE A. LINDE

NOTARY PUBLIC - OREGON

COMMISSION NO. 181726

MY COMMISSION EXPIRES AUG 11, 2000

RECEIVED: BORROWER THIS DAY FOR ACKNOWLEDGMENT

The undersigned is the holder of the note or interest secured by this Deed of Trust, having been sent to you, and to rest, my wife, persons legally entitled thereto.

I, therefore,

Notary Public for Oregon

QUEST FOR RECONVEYANCE

as issued by the Deed of Trust. Said note or notes, together with all other instruments, documents, and papers executed by you in connection with this Deed of Trust, are now held by you under this Deed of Trust to the person or

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 Northeasterly 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 East Northeasterly along said Easterly line 33 feet more or less to the Southeast corner of that certain property described in Volume M71, 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

Filed for record at request of	ss.	Entered:	Title:	the	27th	day
on <u>January 7</u> A.D. 1999 at		11:08 o'clock A.M.	of	the	Month	Year
of <u>Monica</u>		on Page				
FEE <u>\$30.00</u>		2829				

Linda Sinitz, County Clerk

[Signature] *Monica Sinitz
Social*