MTC 47065-LW

SPACE ABOVE FOR RECORDERS USE

lists a clange is required all fax statements shall be sint to the failening address.

COUNTRY VIDE HOME LOAVIS, INC. 400 COUNTRY VIDE WAY SIMI VALLEY, CA 93068-2698

WHEN RECORDED MAIL TO:
HOLLY DIXON
HISN SV-79/DOCUMENT CONTROL DEPT.
P.C. GOX 10266
VAN NUYS, CALIFORNIA 91410-0266

LOAN # 5863179

ESCHOW CLOSING #: 47065

Tan Access it Number

Prepared by: J. FURNISS

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 25, 1999 DAVID R. DEXTER, AND DEENA L. DEXTER, HUSBAND AND WIFE

. The grantor is

('Borrower'). The trustee is AMERITITLE

("Trustee"). The beneficiary is AMERICA'S WHOLESALE LENDER which is a ganized and existing under the laws of NEW YORK 4500 PARK GRANADA, CALABASAS, CA 91302-1613

, and whose address is

("Lender"). Borrower owes Lender the principal sum of NINETY TWO THOUSAND and 00/100

Dollars (U.S. \$ 92,000.00). This debt

Dollars (U.S. \$ 92,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2029 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, and agreen which interest is security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trusteet, in trust, with power of sale, the following described property located in KLAMATH ... County, Oregon:

OREGON - Single Family - Founds MeroFreddie Mac UNIFORM INSTRUMENT

~ well(OF) (well)

CHL (05/96)

VI.5" MORTGAGE PORMS - (800)521-7291

Page 1 of 6

Form 3033 9/30 Initials: DLD

23991

00586317900000KH2A0

LOT 1 AVD THE NURTH 15 FEET OF LOT 2. IN BLOCK 25, TOWN OF MERRILL, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE LOAN #: 5863179 COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 130 GARFIELD STREET .MERRILL

Oregon 97633.

[Zio Code]

("Property Address");

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

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

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

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

1. Payment of Principal and Interest; Propayment and Late Charges. principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due the

2. Funds for Taxes and Insurance. 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rems 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." Leader 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 arranded from time to time, 12 U.S.C. Section 2501 et seq. ("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

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 heres. Lencer tray not charge Borrower for holding and applying the Funds, annually analyzing 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 agrice 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 Fund; are pledged as additional security for all sums secured by this Security Instrument.

if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the execus Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay so Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, figure paragraph 21. Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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 charges due under the Note.

4. Charges; Liens. Barrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may anam priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these configurious in the manner provided in paragraph 2, or if not paid in that manner, Borrower 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 furnish to Lender receipts evidencing the payments.

Borrower makes uses payments directly, Borrower shall promptly nurnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more Security Instrument, Leader 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.

Page 2 of 6

_-6H(OH) (HOI)

CHL (05/91)

Form 3038 9/60

f. Herard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property its transaction is respectly assessment. Construct and accept the majority transaction and approximate the state of the first parameters and any other hazards, including floods or the state of the sta facility, for which Linder requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall be acceptable to Lender and shall include a standard mortgage clause. have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promises and renewal notices. In the event of ices, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

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 not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone Unless Lender and Borrower otherwise agree in writing, any approximation of process to principle the disc date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph the due day of the monthly payments referred to in paragraphs 1 min 2 of change in amount of the payments, it much paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the 21 the Property is acquired by Leikler, Bortower's right to any 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. BOTTOW: Giall OCCUPY, Establish, and use the Property as Borrower's principal residence within sixty days after the execution of Rorrower's principal residence for at least one year after the this Security Instrument and 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 case of occupancy, times tenuel concrate agrees in writing, which consent such not be unleasonably writing, or unless externability of control 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 anow the Property to deteriorate, or commit waste on the Property. Dollower shall be in detailt it any totterate action or proceeding, whether civil or criminal, is begin 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 reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's 1900 faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's occurity 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 noan apprecaucy process, gave magniany raise or maccurate information or statements to Lender (or raise to provine Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations any material information) in connection with the loan evidenced by the Note, including, but not immed to, representations concerning Persower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrescer shall comply with all the provisions of the lease. If Bortower acquires fee title to the Property, the leasehold and the fee title shall

small comply with an one provisions of the rease. It portower acquires the one to the property, the reasonant and the recent and agreements contained in the recent and the this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or furfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to propert the value of the Property and Lencer'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 paying any sums secured by a near which has priority over any observer, and another, appearing in court, paying recommendationary, see and emering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. It Lender required mortgage insurance as a condition of making the loan secured by this Security buttured, Bettovel shall pay the promisms required to maintain the mortgage insurance in effect. If, for any reason, the Tall gage liabilities coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage and stantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Bottower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent montgage insurance previously in effect, from an anemate managage insured by render, in substantially equivalent montgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, us; and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve by in effect Lender will accept, use and retain these payments as a loss reserve in near or mortgage incurance. Loss reserve payments may no for get be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments and is obtained. Porrower shall pay the that Lander requires) provided by an insurer approved by Leruler again becomes available and is obtained. Borrower shall pay the promises required to maintain morniage insurance in effect, or to provide a loss reserve, until the requirement for mortgage premains required to mannam monthage manname in enect, or to provide a toss reserve, turn and insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

19. Convenience. The proceeds of any award of caute for cantages, unect of consequences, in connection with any analytic for taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and The proceeds of any award or claim for damages, direct or consequential, in connection with any

in the event of a foral taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then one was value of the Property invenediately before the taking a value of the Property invenediately before the taking, unless Botrower and Lender otherwise agree at management shall be reduced by the amount of the proceeds multiplied by the following facility was a supplied by the following facility with the following facility was a supplied by the faci whether or not then this, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property instructiately before the taking is equal to or greater than the amount of the sums secured by this Security value of the Property immediately before the taking is equal to or greater man are amount or the owner property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums found by the amount of the proceeds multiplied by the following the sums found by the



Form 3038

the sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums 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 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 granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commerce proceedings against any successor in interest or 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 in inserest. Any forbearance by Lencer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or ternady.
- 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 I'. Betrower's coverants 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 to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument 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 low 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 exceeded permitted limits 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
- 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 jorisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to
 - 16, Mortower's Copy. Bostower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or my part of the Property or any interest in it is sold of 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

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

18. Berrower's Right to Reinstate. If Berrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier 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 fratrument; or (b) entry of a judgment enforcing this Security Instrument. Those 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; (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 firstrument 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

19. Sale of Note; Change of Loan Servicer. The Now 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 Services unrelated to a sale of the Note. If there is a change of the Loan Services, Postrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and accirces of the new Loan Services and the actiress to which payments should be made. The notice will also contain any other information required by applicable law

LIGHT (RO)HALL CHL (05/94)

10. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazu does 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 seniences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

Be crower 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 renaval or other remediation of any Hazardone Substance affecting the Property is necessary, Borrower shall promptly take all

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 posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this part graph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate

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) 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 fallure to cure the defauit 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 broke 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

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 Borrover, 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 any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be 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, reusonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

- 22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surranger 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 prid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable
- 23. Substitute Trustee. Leader may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereusder. 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. Atterneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Miders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Institute and, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants 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(s) Gracuated Payment Rider Balloon Rider V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider
	Other(s) [specify]	Second Home Rider

Form 3038 9/90

LOAN #: 5863179 BY SIGNING BELOW, Burrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any risler(s) executed by Borrower and recorded with it. Wineses: (Seal) -Borrower (Seal) DEENA L. DEXTER -Borrower (Seal) (Scal) -Borrower -Borrower County ss: , personally appeared the above named and acknowledged Before me: My Commission Expires: 1/100/49 (Official Seal) OFFICIAL SEAL
OF CHL (05.96) Form 3038 9/90 STATE OF OREGON: COUNTY OF KLAMATH: Filed fix record at request of _. Amerititle 8th of _____ Pebruary AD 1999 11:21 o'clock A. M., and duly recorded in Vol. at Mortgages 4536 Linda Smith, County Clerk \$35.00

FEE.