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Forest Products Fedoral Credit Union F.O. Box 1179 Klamath Falls, OR 97601

LOAN NO 40048550

K-53808

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on - HARCH 11 1999

. The grantor is

("Borrower"). "Trustee"). which is organized and and whose address

The trustee is First American Title Insurance Company of Oregon
The beneficiary is Forest Products Federal Credit Union, which is organize is P.O. Box 1179, Klamath Falls, OR 97601
Borrower owes Lender the principal sum of Forty Thousand Five Hundred Dol ars and no/100
Dollars (1.8 \$40.500.00) evidenced by Borrower's note dated the same date as this Security Instrument (Note), which provides for monthly instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, ("Lender").

extensions and mudifications of the Note, (b) the payment of all other sums, with interest, arivanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in Carmer Career, the following described property located in KT amath

Lot 1, Block 14, HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on the file in the office of the County Clerk of Klamath County, Gregon, ALSO that portion of vacated Upham Street which incurred

which has the address of

1218 Crescent Aye. (Street)

Klamath Falls

Crecca

97601 [Zip Code]

("Property Addresa");

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

BORROWER COVENANTS that Borrower is lawfully selsed 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

OREGON CINGLE PAULLY-FRIMA/FILLIC UNIFORM INSTRUMENT ISC/CNOTCFY/0792/3038/9-90]-L PAGE 1 OF 8

FORM 3038 9/90

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with imited variations by jurisdiction to constitute a uniform security instrument covering real property. UNIFORM COVENANTS. Borrower and Lender coverrant and agree as follows:

- Feyment 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
- 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) leasehold payments or ground rents on the Property; (b) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not 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. § account under the receiver near cause decrement. Procedures Aut or 1914 as amended normality to take, 12 0.3.0. a 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 otherwise in

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity pay the Escrow Items. Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to escrow account, or verifying the Escrow Items, unless Lender pays Borrower interect 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 sixall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however. required to pay borrower any interest or earnings on the number borrower and Lender may agree in writing, nowever 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.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess 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 to Lender the amount necessary to make up the deficiency. Borrower shall make up 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 Lander. If, under 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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due: fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rems, if any. Shall pay these obligations 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 hald under this paragraph. If Rozrower makes these segments directly contains the paragraph. amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish

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 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 by, or defends against 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 this 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 tien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. Controver shall keep the improvements now existing or nereaster erected of 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 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 coverage to protect Lender's lights in the Property in accordance with

CREGON-SINCLE FAMILY-FHRM/FILMC UNEFORM INSTRUMENT EC/C/20101//0792/3018/940/L PAGE 2 OF 6

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All instrance policies and ranewals chall be acceptable to Lender and shall include a standard mortgage clause. As a secretar pointies and renewals treat or acceptants to Lettoer and scan focuse a secretar mortgage cause. Letter shall have the right to hold the policies and renewals. If Letter requires, Borrower shall promptly give to Lender the carrier and Londer. Leader may make proof of ices if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lexifer's security world be lessened, the incurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 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 the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and the sums to the extent of the extent of the extent of the extent of the extent. 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 and shall continue to occupy the Property as Borrower's principal residence within sixty and use the data of continue to occupy the Property as Borrower's principal residence within the data of continue to occupy the Property as Borrower's principal residence. 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. shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrow er shall not destroy, damage or implicative 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 detault and reinstate, as provided in determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security Interest. Borrower shall also be in default if Borrower, during the created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the created by this decurary instrument or Lender's decurary interest. Buttower shall also be in delated bottower, during loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, center with any material differentiation) in connection with the loan evidenced by the indicating, but not immited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is 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 unless Lender agrees to the merger 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 provided than I order may do and pay for whatever is proceeding that any local process and protect the value of the Property and I process. regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's 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 entering 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 chall become additional debt of Borrower secured by Any amounts disoursed by Lender under this paragraph / Linaii become additional debt of borrower secured by interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any security institution, contawer shall pay the presidence required to maintain the mortgage insurance in effect. It, for an reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage required by Lancer repses or ceases to be in enect, burrower snail pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mutigage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these nauments as a loss receive in lieu of mortgage insurance. Loss receive navigage has required at these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at these payments as a loss reserve in lieu or mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiumo required to matriain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage 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 borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Propeny, or for conveyance in lieu of condemnation, are increby

OPEGON-SENGLE FAMILY-FRMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTOR//C758/3038/3-00)-E PAGE 3 OF 6

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, which the fair maniet value of the Property inmediately before the taking is equal to a partial taking of the Property in sturbs secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument instrument shall be reduced by the amount of the proceeds multiplied by maked value of the Property Inmediately before the taking. Any balance shall be pald to Borrower. In the event of a amount of the sums secured immediately before the taking of the Property In which the fair market value of the Property Inmediately before the taking is lass than the taking of the sums secured immediately before the taking, unless 95 mover and Lender otherwise agree in writing or taking as possible law otherwise provides, the proceeds chall be applied to the sums secured by this Security Instrument amount or the source unmentarity before the taking, threes provide any bender ornerwise agree in wining or tribes applicable law otherwise provides, the proceeds chall be applied to the sums secured by this Security Instrument

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to If the Property is adamoned by borrower, or it, after notice by Lender to borrower that the condemnor offers to make an a ward or settle a claim for damages, Borrower falls 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

- 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 modification of anionization of the sums secured by this decurry institution in granted by Lember to any successor interest of Borrower shall not operate to release the liability of the original Entrower or Borrower's successors in interest of borrower static not operate to recease the learning of the original portower is successors in interest. Lender shall not be required to commence 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 participal development of the original Resource of Resource or Resource in interest. Any forbassance by Lender in everyleing demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements 12. Successors and Assigns Bound; Joint and Several Liability; Co-aigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to 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 law is finally interpreted so that the interest or other loan charges collected or to be collected in charges, and that law is many interpreted so that the interest of other loan charges conected or to be contacted 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 national material materials and charge principal the reducing the reducin principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lendar's address stated herein or any other address Lender designates by notice to Lender shall be given any other address tender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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 that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument and the law of the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of this Security Instrument or the Note that the provision of the Security Instrument or the Note that the Instrum which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and
 - 16. Borrower's Copy. Borrower 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 any part of the Property or any interest in Els sold or transferred (or if a beneficial Interest in Borrower is sold or transferred and Borrower is not a natural t er is sold or transferred (or if a beneficial interest in borrower is sold or transferred and borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

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 horize is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

CREGON-SINGLE FAMILY-FHMA/FHLING UMPORM INSTRUMENT SC/CADTOA//0762/3638(3-60)-L PAGE 4 OF 6

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- 18. Borrower's Right to Hainstate. Borrower meats certain conditions. Borrower shall have the right to lizive 18. Berrower's Right to Retristate. Borrower 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 refristatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that socieleration had occurred; (d) cures any default of any other covenants or agreements; (c) pays all expenses incurred as Lender may reasonably require to assure that the filen of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Londer's rights in the Property and reliastatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if relitatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entry (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the affecting the Property that is in violation or any Environmental Caw. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of riazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Somwer 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 regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this peragraph 20, "Hazardous Sunstances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, keroseile, other flammable or toxic petroleum products, toxic pesticides and herbicir es, volatile solvents, materials containing asbestos or formaldehyde, petroisum products, toxic pesticides and neroicines, volatile solvents, materials containing aspestos or formaldent and radioactive materials. As used in this paragriph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remodies. 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 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 (c) that failure to cure the default on or before the date specified in the notice may cessuit must be cured; sim (c) that issue to cure the delault on or before the date specified in the notice shall result in acceleration of the sums secured by this Security Instrument and cale of the Property. The notice shall result in acceleration of the sums secured by this security institution and the right to bring a court action to assert further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert turner inform acrower of the right to reinstate after acceleration and the right to using a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of

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 to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shell 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 Lender or its designee may purchase the Property at any sale.

OREGON-STRUCE FAMILY-FINAL/FILLAC LINIFORM INSTRUMENT ISC/CLIDTOR//0762/3030(0-90)-C PAGE 5 CF 8

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LOANNO, 400488600 10263 Trustee shall deliver to the purchase: Trustee's dood conveying the Property villhout any coverant or manarity, expressed or implied. The recitals in the Trustee's deed shall be primarische evidence of the truth of the statements made therein. Trustee shall exply 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 attornays' fees; (b) to all same secured by this Security Instrument and (c) any excess to the parson or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Londer shall request Trustee to reconvey the Property and shall surrenal, it this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee end appoint a successor trustee to any power and dusies conferred upon Trustee herein and by analysis in successor trustee shall succeed to all the tillo,

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On the Arian in the	Alana Namyy-n County	19:
On this July of , Mula J. Knieps	County parsonally appeared the above name	ad .
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On this July of , Mila U. Knieps d acknowledged the foregoing instrumed SEPPOLICION SELECTION OF THE PROPERTY OF THE PROPERT	County personally appeared the above name at to be his her voluntary act and dead	ad .
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