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Vol. 799 Page 10852

Cred - Change is requested all tax statements that he seed to the following address.

Highland Community Federal Fredit 3737 Shasta Way Klamath Falls. OR 97603

WHEN RECORDED MAIL TO

WILLIA MINORONO PINAL PO

ACCOUNT NUMBER 43578

TAX ACCOUNT NUMBER

MTC: 47405-MG

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on DAVID L SIGADO and LINDA A SIGADO

March 23, 1999

. The grantor is

('Borrower') The trustee is AmeriTitle

AmeriTitle
222 Junit Stath St., Klamath Falls, OR 97601

("Trustee") The beneficiarry is Highland Community Federal Credit Union

( trans ) the restrictly is infilled to main by four as theory of the

, and whose

which is organized and existing under the laws of the United States of America address is 3731 Shasta Way, Klamath Falls, OR 97603

("Lender") Borrower owes Lender the principal sum of

Thirty Five Thousand and no/100

Dollars (U.S. \$ 35,000 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 ACL 11 1 2014.

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, advanced under paragraph 7 to predict 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 trust, with power of sale, the following described property located in County, Oregon.

sale, the following described property located in Klamath County, C Lot 7 in Block 2 of CASA MANANA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, CLDE 041 ACCOUNT NO.

3909-002AA-02000 KEY NO. 511565

which has the address of \$705 ALVA AVENUE, KLAMATH FALLS

OR 97603

[Zip Code] ("Property Address").

[Server, Caty]

CREOCH-Isroin Family-HAMAINSTRUM

Oregon

Amended 970/521-7291

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TOGETHER WITH all the improvements now or haraster erected on the property, and all easements appurers 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 loregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate harder conveyed and has the right to grant and convey the Property and that the Property is uncacumbered, 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 jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS. Borrowe, and Lender covenant and agree as follows

- 1 Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and 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 ever this Security Instrument as a lien on the Property. (b) yearly lensehold payments or ground rents on the Property, if any, (c) yearly taxard or property insurance premiums, (d) yearly flood insurance premiums, (any, und (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Rosrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 criseq. ("RESPA"), unless another law that applies to the hunds sets a lesser amount. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the lesser amount. Lender tray estimate the amount of Funds due on the basic of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

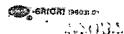
The Funds shall be held in an institution whose deposits are insured by a 'ederal agency, instrumentativy, or entity including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may act charge Borrower for holding and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

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 Lender. 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 as the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due; and last, to any late charges due under the Not.
- 4. Charges, Liens. Borrower shall pay al' taxes, assessments, charges, fines and impositions attributable is the Property which may assess priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish 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 shall promptly discharge any tien 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 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 lien or take one or more of the actions set forth above within 10 days of the giving of notice.



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5. Harard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards addited within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This improves 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 rights in the Property in accordance with paragraph 7

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clouse. Lender shall have the right to hold the policies and renewals. If I ender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the lastitude carrier and Lender.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged of 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 Borro er. 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 par 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 posipone the due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquired hydrogen shall pass to Lender to the extent of the sums secured by this Society Instrument

itamediately 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 re- dence within sixty days after the execution of this Security histriment 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, softower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good fiith judgment could result in fortentire 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 good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the iten created by this Society Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Bosmover'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 ir writing

7 Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include posing any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender hay 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 Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be interest from the date of disbursement at the Note tate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the ioan secured by this Security Instrument, Berrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any mason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the promiums 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 mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-fwelfish of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and cetain these payments as a loss reserve in lieu of mortgage insurance. Loss possive

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payments may no longer so required, at the option of Lender, if mortgage insurance coverage (in the amount and for the per that Lender requirer) provided by an insuter approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain that gaze insurance in effect, of 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 it, 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 my condemnation or other taking of serv part of the Property, or for conveyance in lieu of condemnation, 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 sums secured by this Security Instrument, whether or not then due, 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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the fe lowing fraction (a) the total amount of the sums secured immediately before the taxing, divided by (b) 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 sums secured by this Security instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an sward or sei le 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 sunis

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 readification 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 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 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 excreise of any right or remedy.

12. Successors and Assigns Bound: Join and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall hind and benefit the successors and assigns of Lender and Sorrower, 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 Berrower's interest in the Property under the terms of this Security Instrument, (b) is n ' 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 connection with the loan exceed the permitted limits, then: (a) any such toan 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. It 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 Bostower 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 Betrower. 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 thall 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

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

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

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

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18. Borrower's Right to Reliations. If Borrower meets certain coodillous, Borrower shall have the right to have entoncement of this Security Justicinated discontinued at any time prior to the earlier of: (a) 3 days (or such other period as applicable law may specify for reinstantment) 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 Borrower: (a) pays Lender all sums which then crould be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cutes any detail: of any other coverages or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not hraited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrowe; this Security Instrument and the obligations secured hereby shell remain fully effective as if no acceleration had occurred. However, this right to reinstate shall nor apply in the case of acceleration under paragraph 17

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument, may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Le an Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law 20 Hazardous Substances, Borrower shall not cause or permit the presence, i.e. disposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in suctation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Propert, of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

residential uses and to maintenance of the Property Purrower shall prome ly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Harardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any a wernmental 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 Substances" are those substances defined at toxic or hazardous substances by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldeh de and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to a celeration 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 nate the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Leader, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the nower of sale and any other remedies permitted by applicable law. Lender shall be cutitled to collect air expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not imm.ted to, reasonable attorneys' fees and costs of t'tle evidence.

If Lende, 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 solo and shall cause such notice to he recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in 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 saic in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument, and (c) any

excess to the person or persons legally entitled to it.

22 Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person of 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 and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

conferred upon Trustee herein and by applicable law.

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



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