'77393

Until a change is requested all tax statements shall be sent to the following address. INDYMAC MORTGAGE HOLDINGS, INC. 155 NORTH LAKE AVENUE /ATTN: DOC CONTROL PASADENA, CA 91101

WHEN RECORDED MAIL TO INDYMAC MORTGAGE HOLDINGS, INC.

155 NORTH LAKE AVENUE /ATTN: DOC CONTROL PASADENA. CA 91101

ACCOUNT NUMBER 455428

TAX ACCOUNT NUMBER

MC 47373-Mg
DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on March 26, 1999 The Grantor is PAUL R. MARICLE AND JOAN E. MARICLE, HUSBAND AND WIFE

("Borrower"). The trustee is AMERITITLE

("Trusiee"). The beneficiary is INDYMAC MORTGAGE HOLDINGS, INC., A DELAWARE CORPORATION

which is organized and existing under the laws of whose address is 155 NORTH LAKE AVENUE PASADENA. CA 91101 Thirty-Eight Thousand & 00/100

DELAWARE

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

99 MA -2 MI 43 Vol. <u>M99 Page</u> 11955

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 April 01, 2014 This Security Instrument secures to Lender: (a) the repayment of the aebt 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 protect the security of this Security Instrument; and (c) the performance

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3038 9/90 Amenden 13/95 Amenden 13/95 Amenden 13/95 13/99 13/9 Initials: \_ & M

CONTRACTOR CONTRACTOR

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of Rorrower'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 KLAMATH County, Oragon LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT "A.

Parcel Number: 3809-0308A-02100

which has the address of 935 FRONT STREET

KLAMATH FALLS

Stree Pin

Oregon

[Zip Code] ("Property Address"), over the reafter erected on the property. FOGETHER WITH all the improvements now appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also oc and all easements 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 conveved 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 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

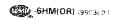
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrowei shad hav to Lender on the day monthly payments are due under the Note, until the Note is paid in tuil a sum a Funds for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property by yearly leasehold payments or ground tents 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 Leu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and mold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require to Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 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 turure

Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality of entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually 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 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



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If the Funds held by Lender exceed the amounts pennitted 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 at 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 rate 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 rents, it 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 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.

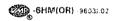
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Bortower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, 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 at 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 iten. 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 or, the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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 rails to man tain coverage described above, Lander 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 clause. Lender shall have the right to hold the policies and renewals. It bender requires. Borrower shall promptly give to Lender ail receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance 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, if the restoration or repair is conomically 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. I ender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether o 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 periods and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extended the sums secured by this Security Instrument immediately prior to the acquisition



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- 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 for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably witnheld, or unless extenuating circumstances exist which are beyond Borrower's control Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foriciture 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 2000 faith determination, precludes forteiture of the Borrower's interest in the Property or other mater al impairment of the lien created by this Security 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 Borrower's occupancy of the Property as a principal residence. It 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
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreen ents 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 entorce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a her which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' tees 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 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 carried to 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. 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. It for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the 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 advantable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously mortgage insurance previously mortgage insurance coverage use and retain these payments as a loss reserve in her of 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 premiums required to maintain 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 of 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, a connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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, 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 following fraction: (a) the total amount of the sums secured immediately before the taking. divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be prid 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 sams secured by this Security Instrument whether or not the sums are then dis-

It the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor chiefs 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 repetition the Property of to the sums secured by this Security Instrument, whether or no, then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shaft not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any succession. inferest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or relate 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 my 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 of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bortower, 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 ( mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument (6) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and inv other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the 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 it an 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 loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Bornower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this retund 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 under the Note

14. Notices. Any notice to Borrower provided for (1) this Security Instrument shall be given by delivering it of by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed as 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 andress Lender designates by notice of 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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- 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 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 rull of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender it overcise is prohibited by federal law as of the date of this Security Instrument.

If I ender 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 an 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the tight is have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 8 days for 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 Instrument or (b) entry of a judgment enforcing this Security Instrument. Those concitions 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) nays 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 Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain full-effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note diogether 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 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 1 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 anythin, affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsont or other action, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property of necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous

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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldenyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal 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 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 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

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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 title evidence.

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 applicable law. After the time required by applicable law to Borrower and to other persons prescribed by 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.

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 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 wairanty to the person or persons iegally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rende estand the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any power and diffuse conferred upon Trustee herein and by applicable Liw.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall naclude any

25. Insurance Warning. Unless you provide us with evidence of the insurance coverage as required by the contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this [Check applicable box(es)]

[Check applicable box(es)]

Adjustable Rate Rider
Graduated Payment Rider
Bailcon Rider
VA Rider

Condominium Rider
Planned Unit Development Rider
Rate Improvement Rider
Other(s) [specify]

Second Home Rider

6HM(OR) (9603) 02

Form 3038 6190

BY SIGNING BELOW, Borrower accepts and agr Instrument and in any rider(s) executed by Borrower and r Witnesses:	ecorded with it	on the Security
	PAUL R. MARICLE	
	JOAN E. MARICLE	Seal) Borrower
-Borrower		(Seai)
Borrower	Plane of the second	(Seal ;
STATE OF OREGON, (Scal)	,	(Seal) -Borrower
STATE OF OREGON, What of Paul R. Maricle and	County ss: , personally and Joan E. Maric	opeared the above named
the foregoing increase to be	oluntary act and deed.	and acknowledged
My Commission Expires: (127/01	Before me:	Da Alan
GHM(OF) 196031 02 MARION GRAN ON THE COMMISSION NO. C8114  MY COMMISSION NO. C8114  MY COMMISSION EXPIRED JAN 22	Notary Public for Oregon  AM ON	Form 3038 9/90

Beginning at the Southwest corner of Lot 27, Block 41, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, thence Westerly along the Northerly line of Front Street a distance of 80 feet; thence Northerly at right angles to Front Street a distance of 140 feet; thence Easterly parallel to Northerly line of Front Street a distance of 80 feet to the Northwest corner of said Lot 27; thence Southerly along the Westerly line of said Lot 27 a distance of 140 feet to the point of beginning Also a tract beginning 80 feet Westerly from the Southwest corner of Lot 27. Block 41, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, thence Westerly along the Northerly line of Front Street a distance of 140 feet; thence Northerly at right angles to Front Street a distance of 140 feet, thence Easterly parallel to the Northerly line of Front Street a distance of 140 distance of 100 feet, thence Southerly to the place of beginning a distance of 140 feet.

STATE OF O	REGON: COUNTY OF KLAMAT	H: ss.	
Filed for reco	rd at request of	Amerititle the 2nd da da 11:43 o'cicck A. M. and duty recorded in Vol. M99  Mortgages on Page 11955	
FFE	\$50.00	by Hatalum Resul	