WHEN RECORDED RETURN TO:

SIERRA PACIFIC MORITAGE CIMPANY, INC. 11344 COLOMA ROAD, SUITE 345 GOLD RIVER, CA 95670

[Space Above This Line For Recording Data]

K53709

## DEED OF TRUST

LOAN NO. 33425

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 31, 1999 grantor is DAVID G. CRIDER and LINDA S. CRIDER, HUSEAND AND WIFE

("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

("Trustee"). The beneficiary is SIERRA PACIFIC MORTGAGE COMPANY, INC.

which is organized and existing under the laws of STATE OF CALIFORNIA address is 11344 COLOMA ROAD, SUITE 345, GOLD RIVER, CA 95670 ("Lender"). Borrower owes Lender the principal sim of

SIXTY THOUSAND and NO/100----This debt is evidenced by Borlower's note dated the same face as this Security Instrument ("Note"), which provides for monthly payments. paid earlier, due and payable on APRIL 1, 2029 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced 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 trust, with power of sale, the following describes property **RLAMATH** 

THAT PART OF THE SW 1/4 SE 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING SOUTH OF THE RIVER.

which has the address of 143950 HIGHWAY 97 NORTH, GILCHRIST 97737 ("Property Address");

(Street, City),

Form 3038 9/90 Amended 5/91

[Zip Code] OR.DT.CVL OREGON - Single Family - Pannie Mae/Freddie Mac UNIFORM INSTRUMENT

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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 easements, appurtenances, and rixtures now or hereafter a part of the property. Or replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumpered. 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

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

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 Yole.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver the content of the Note is paid in full, a sum "Funds", for: (a) yearly taxes and assess which may attain priority over this Security Instrument as a lied on the Property of the payments or ground rents on the Property. If any (c) yearly hazard insurance premiums, if any; and (f) any sims payable by Borrover to Lencer in ance premiums. These items are called "Escrow Items." Lender may at any time, collect Estate Settlement Procedures Act of 1974 as amended from time to time, if so, Lender may, at any time, collect amount. If so, Lender may, at any time, collect amount. If so, Lender may, at any time, collect exceed the lesser amount. Lender may, at any time, collect exceed the lesser amount. Lender may, at any time, collect and hold funds in an amount. Lender may, at any time, collect seq. ("RESPA"), unless another law that applies to the Funds sets a lesser exceed the lesser amount. Lender may, at any time, collect and hold funds in an amount. Lender may as another law that applies to the Funds sets a lesser current data and reasonable estimates of expenditures of future Escrow Items or citerwise for a coordance with applicable law.

The Funds shall be held in an institution, whose densits are insured to a jecteral

exceed the lesser amount. Lender may estimate the amount of runds due on the lists of current data and reasonable estimates of expenditures of future Escrow Items or clienwise accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a receral agency, instrumentality, or entity (including Lender, if Lender is such an institution, or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow 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 service used by Lender in connection with this ioan, unless applicable law reporting Lender what is not be required to pay Borrower and lender may agree in writing, however, that interest shall also be required to pay Borrower any interest or earnings or the Funds. Showing credits and debits to the Funds and the purpose for which each debit to the Funds, was made. The Funds are pledger as additional security for all sums secured by this security Instrument.

showing credits and debits to the Funds and the purpose showing credits and debits to the Funds and the purpose. The Funds are pledger 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 beid 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 bay by the sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Froperty, shall apply any Funds held by Lender. If, under paragraph 21, Lender credit against the sums secured by this Security Instrument.

\*\*Application of Payments\*\* Unless applicable law provides otherwise, all payments received by Lender paragraphs 1 and 2 shall be applied; first, to any prepayment by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment can be a secured by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment to the acquisition of 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. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attrain priority over this Security obligations in the manner provided in paragraph 2, or if any Borrower shall pay these Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them 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 re-Borrower makes these payments directly, Borrower shall promptly furnish to Lender re-

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 security. 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 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 live Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions Page 2 of 6 Form 3038 9/90

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5. Hazard or Property Insurance. Borrower shall keep the improvements LOAN NO: 33425 or hereafter erected on the Property insured against loss by fire, hazards included withor netestics elected on the Property insured against loss by rire, nazards included within the term "extended coverage" and any other hazards, including floods and 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 rights in the Property in accordance with

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 renew-Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender al 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

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

Unless Lender and Borrower otherwise agree in writing, onless bender 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 proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to 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 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 which consent shall not be unreasonably withheld, or unless extendating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or imposing the Property of deteriorate or commit washe on the Property. stances exist which are beyond Borrower's control. Horrower 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 begin that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default or Lender's security interest. Borrower may cure tuch a default and telescope, as filled 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 lien created by this Security 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 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 left 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 pro-

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 forfe:ture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the sums secured by a lien which has priority over this Security Instrument, appearing in Although Lender may take action under this paragraph 7. Lender does not have to do so after a mounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to ment 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 quired to maintain the mortgage insurance in effect. If, for any reason, the mortgage pay the premiums required by Lender lapses or ceases to be in effect. Borrower shall of the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage approved by Lender. If substantially equivalent to the mortgage approved by Lender. If substantially equivalent to the cost to Borrower able. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve payments may no longer be required, at page 3 of 6

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the option of Lender, if mortgage insurance coverage (in the amount and for the period and is obtained. Borrower shall pay the premiums required to maintain 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 consequences of the condemnation of the proceeds of the condemnation.

sequential, in connection with any condemnation or other taking of any part of the Propsequential, in connection with any condemnation or other taking of any part or the eroperty, or for conveyance in lieu of condemnation, are hereby assigned and shall be faid to

In the event of a total taking of the Property, the proceeds shall be applied to the In the event of a cotal taxing 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 Borrowel 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 process immediately before the taking, divided by (b) the fair market value of the event of a partial taking of the Property in which the fair market value of the Property immediately before taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise provides, the proceeds shall be 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

. If the Property is abandoned by Eorrower, If the Property is abandoned by Borrower, or is, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails orized to collect and apply the proceed. to respond to Lender within 30 days after the date the motifie is given, bender is duta-orized 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

orized to collect and apply the proceeds at is option, either to restoration or repair of the Property or to the sums secured by this Scurrity Instrument, wherher or not then the of the Property or to the sums secured by this Scurrity Instrument, wherher or not then the control of the sum of the monthly payments referred to a postboat the time date of the monthly payments referred to a payment or modification of the sums secured by the control of the sums secured by the sums to the sums secured by the sums to the sumstant to the sums to the sums to the sums to the sums to the sums

be siverable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. OR.DT.CVL.4

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 prior written consent. Lender may, at it all sums secured by this Security Instrume by Lender if exercise is prohibited by 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 of acceleration.

ice or demand on Borrower.

18. Borrower's Right to Reinstate. 18. Borrower's Right to Reinstate. If 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 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 conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reason-

(b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right 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 fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 1.

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 Sorrower. 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. These 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 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, usedisposal, 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 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.

tenance of the Property.

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

actions in accordance with Environmental Law.

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 asbestes or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisiction 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. Lander 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) adte, 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 sala of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full or 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 attorreys' fees and costs of title evidence

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 notice and shall cause such notice to be recorded in each country 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 applicables 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.

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LOAN NO. 33425

Trustse 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 facia 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.

entitled to it. Such person or persons shall	t warranty to the person or persons legally pay any recordation costs.
successor trustee to any Trustee approinced	rom time to time, remove Trustee and appoint a hereunder. Without conveyance of the Property the title, power and duties conferred upon
Trustee herein and by applicable law.  24. Attorney's Fees. As used in this See fees awarded by and appellate court.	ecurity Instrument and in the Note, "attorney"
Borrower and recorded together with this sments of each such rider shall be incorpor covenants and agreements of this Security this Security Instrument.  [Check applicable box(es)]	If one or more riders are executed by Security Instrument, the covenants and agree- rated into and shall amend and supplement the Instrument as if the rider(s) were a part of
[ ] Adjustable Rate Rider [ ] Condomini [ ] Graduated Payment Rider [ ] Planned [  ] Balloon Rider [ ] Rate Impi [ ] V A. Rider [ ] Other(s)	ium Rider [ ] 1-4 Family Rider Unit Development Rider [ ] Biweekly Payment Rider Covement Rider [ ] Second Home Rider [specify]
	agrees to the terms and covenants contained (s) executed by Borrower and recorded with it
Witnesses:	Oard D. Ciden (Soul)
	DAVID G. CRIDER -Emrover
	Linka Itanar (See)
	LINDA S. CRIDER -Burrower
(Seal)	(SSel)
-Barrower	-Borrower
State of OREGON	
County of Deschistes	s.
on this 1st day of April, 1999	, personally
appeared the above named David G. Crider	and Linda S. Crider and acknowledged the
foregoing instrument to be Their volum  My Commission Expires: 7/29/02  (Official Seal)	
(Official Seal)	balla
ASSA OFFICIAL SEAL	Notary rablic for Oregon (Seal)
ALLEN HESELY NOTARY FURLIC-ORESON COMMISSION NO. 314941 AT COMMISSION EXPIRES JULY 29, 2002	OR.DT CVL 6 Page 6 of 6
STATE OF OREGON : COUNTY OF KLAMATH: ss.	
Filed for record at request of First America	an Title the 6th day
of April AD, 1999 at 11:14	or Page 12278

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of	April	AD,	1999 at	11:14	o'clock _	A.M., and	duly recorded in Vol.	M99	
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						,	Linda Smith, Cour	ity Clerk	
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