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Until a change is requested all tax statements shall be sent you want 21 All in South to the following address. SOUTH VALLEY BANK & TRUST PO Box 5210, KLAMATH FALLS, OR 97601

WHEN RECORDED MAIL TO SOUTH VALLEY BANK & TRUST ATTN: DEANNA PO Box 5210, KLAMATH FALLS, OR 97601

ACCOUNT NUMBER 830121654

TAX ACCOUNT NUMBER 3811-800-500

K-53908

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on APRIL _____, 1999 WILLIAM F. GINGERICH and MARILYN E. GINGERICH

The gramor is

and whose

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

422 MAIN STREET, KLAMATH FALLS, OR 97601 ("Trustee"). The beneficiary is SOUTH VALLEY BANK & TRUST

which is organized and existing under the laws of AN OREGON BANKING CORPORATION address is PO Box 5210, KLAMATH FALLS, OR 97601

Twenty Eight Thousand and no/100

25

Dollars (U. S. \$ 28,000,00

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

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provide for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2009 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. The 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 trast, with power of sale, the following described property located in Klashath County, Oregon The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 8, Township 38 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

which has the address of 7440 HAPPY HOLLOW LANE, BONANZA Oregon 97623-7713 (Zip Coste) ("Property Address"), OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3038 9/90 Amended 12/93 Page 1215 WWC3 96 11 (201521 729); WWP MORTCAGE FORMS BOOIS 1 729; WWP MORTCAGE FORMS BOOIS 1 729; WWP MORTCAGE FORMS BOOIS 1 729; WWP MORTCAGE FORMS BOOIS 1 729;



Street of ty

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by 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 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 over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums. (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." 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 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 future 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, 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 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.

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 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 late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground 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 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 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. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on 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 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 clause. Lender shall have the right to hold the policies and renewals. If Lender 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 insurance carrier and clender lender lender under 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 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 sams secured by this Security Instrument, whether or not then due, with any excess plud to Borrower. If Borrower abandous the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settic a claim, thea Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It 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 the extent of the sams secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheid, 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. Burrower 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 torretture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrowci may cure such a default and reinstate, as provided in paragraph 13, 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 of other material impairment of the hen 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 talse or maccurate information or statements to Lender (or tailed 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. 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 tee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower tails 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any 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 alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth 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 retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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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 or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection, with any condemnation or other taking of any part of the 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 tait 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 traction: tao the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in which the taking is less than the amount of the Property in which the tar market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately bef

If the Property is abadoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to hade at award or settle a claim for damages. Borrower fails to respond to Lender within 50 days after the date the notice os given Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sams 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 net extend of postpone the due date of the monthly payments referred to in paragraphs. Land 2 or change the amount of such payments

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor momentees of borrower station of 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 an ortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's bo

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the probability of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify torbeat of make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations with regard to the terms of this Security Instrument of the Note without that Borrower's commodations are apprecised to the terms of this Security Instrument of the Note without that Borrower's commodations are apprecised to the terms of the Note without that Borrower's commodations with regard to the terms of the Note without that Borrower's commodations are apprecised to the terms of the Note without that Borrower's commodations are apprecision to the Note without t

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loar 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 Borrower which exceeded permitted limits will be retunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Lisounnent shall be given by delivering it of ty mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Propert Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for it, 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 tederal law and the law this 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property of any interest due is sold or transferred and Borrower is not a natural persons without is sold or transferred and Borrower is not a natural persons without Lender's prior written consent. Lender may, at its option, require immediate payment in tull 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 notless 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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all necessary remedial actions in accordance with Environmental Law.

refate to health, safety or environmental protection.

fees awarded by an appellate court.

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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, 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

Instrument) may be sold one or more times without prior notice to Borri wer. 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, Borrover 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 20. Hazardous Substances. Borrower shall not cause or pernat the presence, use disposal statage of record tate

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything attenting 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 the trans-Borrower shall promptly give Lender written notice of any investigation, claim, demand, laws it or other action the degovernmental or regulatory agency or private party involving the Propert, and any Hazardous Substance or Environmental and 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 Substance affecting the Property is necessary. Borrower shall promptly take

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances." Environmental Law and the following substances: gasoline, kerosene, other flammable of toxic petroleum products toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and tadioactive materials. A used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that

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 1 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 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 If Lender invokes the power of sale. Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall self the Property at public auction to the highest between the time to the self-the self-the self-the self-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

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 22. Reconveyance. Upon payment of all sums secured by this Security Instrument. Lender shall request i rustice t reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security instrument to Frustee Trustee shall reconvey the Property without warranty to the person or persons legally entitled to n. Sucperson 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) to services rendered and the charging of the fee is 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 dates

NON-UNIFORM COVENANTS. Borrower and Lender turther covenant and agree as tollows

and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security)

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

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24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' tees" shall include any attorneys Form 3038 9/90

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25. 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 Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	Here I-4 Family Rider E Biweekly Payment Rider Second Home Rider
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses.	WILLIAM F. G	Zi engered INGERICH	(Seal) Borrower
	MARILYN E. G	INGERICH	- (Seal) betrowet
	Borr wet		(Seal) bottower
STATE OF OREGON, On this day of Upach	1902	County ss: Society at a personally appeared	the above named
WILLIAM F. GINGERICH and MARILYN E. the foregoing instrument to be their	voluntary act and deed.	a	ind acknowledged
My Commission Expires: (Official Stat) PATRICIA M. JOHNSON NOTARY PUBLIC - OREGON COMMISSION NO. 056372 MY COMMISSION EXPIRES AUG. 04, 2000	Before me: <u> <u> </u> <u> <u> </u> <u> </u></u></u>	the the set	
6H(OR) (9803 0)	Fage not n		Form 3038 -9 90
STATE OF OREGON COUNTY OF KLAMATH			

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