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Loan No. 01-0720-002043152-4 ASPEN TITLE AND ESCROW INC

AFTER RECORDING, MAIL TO:

Washington Mutual Bank C/O DATA PLEX 19031 33RD AVE WEST - MS116DPWA LYNNWOOD, WA 98036

aspen Title : Esersio 01049418

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on	May 5, 1999 . The grantor is
FRANK H ROBBINS and MILDRED ROBBINS, HUSBAND AND WIFE	
("Borrower"). The trustee is ASPEN TITLE AND ESCROW INC, a Or	
("Trustee"). The beneficiary is	
, which is organized and existing under the laws of	
1201 Third Avenue Seattle, WA 98101	("Lender"). Borrower owes Lender the
principal sum of <u>Sixty-Seven Thousand & 00/100</u>	0 N (10 165 000 00
	Dollars (U.S. \$ 67,000.00).
This debt is evidenced by Borrower's note dated the same date as this Secu	
monthly payments, with the full debt, if not paid earlier, due and payable or	
Security Instrument secures to Lender: (a) the repayment of the debt evil renewals, extensions and modifications of the Note: (b) the payment of all	
paragraph 7 to protect the security of this Security Instrument; and (c) the	
agreements under this Security Instrument and the Note. For this purpose,	
Trustee, in trust, with power of sale, the following described property to	
County, Oregon:	cated III.
County, Gragori.	
LOT 19, BLOCK 4, FIRST ADDITION TO MOYINA MANOR, IN TH	TE COUNTY OF KLAMATH, STATE
OF OREGON ACCOUNT #504797	
OF UREGOT. ACCOUNT #30475	
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	11. 10.
	/ 7
	VAT 2042 MIL TOU C
which has the address of 6519 VALHALLA AVENUE (Street)	, KLAMATH FALLS
Oregon 97603 ("Property Address"):	100.71

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 unancumbered, 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.

Ido Codel

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

UNIFORM EXPENANTS. Softower and Lender covenant and agree as tollows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt syldenced 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; (funds) for: (a) 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 sec. ("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 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

in an amount not to exceed the lesser amount. Lender may estimate the amount or runds 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 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 Sorrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Sorrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless 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 secured by this Security Instrument.

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 open payment in foil or all sums accorded by this security instrument, Lender and promptly return to believe any condending here by 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 Psyments. 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

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 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

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) determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender 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.

5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance 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 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 withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's

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 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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to 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 any 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 whan the notice is given.

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 policias and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservetion, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the 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 failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to also be in default a sorrower, during the loan application process, gave materially raise 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. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title

representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower all comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title 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 that property Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in pedessary 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 lean which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 Noile rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

3. 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 previously in effect, as a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, Borrower shall pay the premiums required to obtain coverage payments as a loss reserve in lieu of mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss decomes available and is obtained. Consider shall pay the premiums required to maintain monyage 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

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Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower

9. Inspection. Lender or its agent may make reasonable entries upon and inspections or the property. Lender shall give bollower 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.

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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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 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 applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 repair of the Property or to the sums secured by this Security

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of

due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the 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 be point and several. Any Borrower who co-signs this Security Instrument but does not under the terms of 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 any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any cuch loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make the sums already collected in the property address or any other address Lander designates by notice to Lender. Any notice

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 provision. To this end the provisions of this Security Instrument or the Note which can be given effect without the conflicting 16. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. If all or any part of the Property or a Beas Icial Interest in Borrower is not an attention of the Property or a Beas Icial Interest in Borrower is not an attention of the Property or a Beas Icial 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 if Lender exercises this option, Lender shall give Borrower notice of acceleration. The ordice shall provide a period of not less than 30 days from the daze the notice is delivered or initial dwinth 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or by entry Instrument, or by entry Instrument or Borrower and the Note as if in acceleration had occurred, (b) curse any default only other covenants or agreements; (c) pays action as Lender may reasonably require to assure that the lief of this Security Instrument by Borrower had to a

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by As used in this peragraph 20, mazerous substances are those substances defined as roxic or nazerous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and harbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

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 shall further inform Borrower in 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 evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an 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. After the time required by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by while designated as the property at the store and place of any property at any public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any

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 implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale, including, but not limited to, reasonable Trustee's and 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 the proceeds of the sale in the following order: (a) to all expenses to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable

law. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and hypericable law.

Trustee herein and by applicable law.

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

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awarded by an appallate court.

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. [Check applicable box(es)]

Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
Other(s) [specify]	4.	/ / >

and in this Cognity Instrume
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrume and in any rider(s) executed by Borrower and recorded with it.
and in any rider(s) executed by bottower and recorded with it.
Fruit is Robline x mildred Robbins
FRANK H ROBBINS
STATE OF OREGON. County ss:
personally appeared the above named
On this free day of the day of th
FRANK H RCBBINS and MILDRED ROBBINS
and acknowledged the foregoing instrument to be <u>his/her/their</u> voluntary act and deed.
WITNESS my hand and official seal affixed the day and year in this certificate above written.
Before me:

orticial Seali 7-07-1	2001 // Mile	Blankenburg
CFFICIAL SEAL VIGKIE BLANKENBURG NOTARY PUBLIC-OREGON CCMMISSION NO. 502818		

THE OCHBEISSICH EXPIRES JUL 01, 2001 he note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel id note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate

now held by you under this Deed of Trust to the person or pers	ions legally entitled thereto.
DATED:	State of Oregon, County of Klamath Recorded 5/11/99, at

Linda Smith, County Clerk Fee \$ 15

Mail reconveyance to enda Smith