notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that aileges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) 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; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanupolist gostomat spail po stanti una contra que pere sua su apresentada contra co รยล้างไหม่ใ

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por affect office propagations of this Security Instrument or the 2000 which that of these offices where will be

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

22. 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 Section 18 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 39 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the 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.

23. 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

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

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

***********SEE B	OTTOM OF	PAGE 1	4 FOR	CONTINU	ATION**	****	***

DOC #: 917853

APPL #:9909020006

LOAN #:060-04-00760

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Page 13 of 15

Form 3038 3/99

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. (\$13-elos) - see eli v zolivi i visa il Witnesses: velo sibboloticos WARRANGER BOLLOW OF BYEE TO inix osenies nominoeur nunc nuncu yangan papuan kanana in munung in manan kanan kanan danan dan kanan dan kanan dan dan dan dan dan d The public of included the content in an about the content of the content of the content of the content of the sub suscicht trac amatrice pà an abbarate com: no virolasia, escenzi de decentración con contracto rescencion o do i abou a tivaco deleve to sur progress substitutes permittered as upon come dence Legitality 52 Superficie Trustes Inches Base 1 CANTA I PICKERING Tenga terne tang kang katawa katawa kang kang kang katawa an an an katawa kang kang bara sa bang tang tang tan ramaza enen haizan an bangar u na ran na marani na ma nabhaile na na na na na na na na na ma marani 🚉 Initada di baisdis dibunh apping ja ip peru bara sa katsali, dan lek etherici an a sara sauga ala sering pa propagation in the contract to the contract of the propagation in the contract of the contract of the Trister to received the Property and Mall vertices are separate narran for an are also see (Seal) (Seal) -Romower -Borrower per some reguility entitled to its afformels, (cost (f) to an emits science at the sociality pastitures; and to see each to the best of antouring acquer (ii) in m galacuese or the agreement, our garage in the common access to the contract in camena an the tenth of the sintement made that early tribes apply about the best of the line is the **cdastroni na matamata azbidenas or natipol**oj pro benjaje de specificações metodores, el basto perce Truster sport depart in the housest trustes, her consider as allocations in (Seal) Superiordinal of the time and hear of Borrower, American hope with 12000. The Borrower thi? algor francis appringer (conservant barton), as an algorial artesis of the conservation of the familia que nom nom legra inma mover que parime gazilante, an por marro de este medie de recent de este esta de la com reine en dem de arcoitant en en en en la databance en and to differ bareous informitted by Applicable 1985, After the information in Applicable in remedent remede hing the edges of able in the animal detection of the following in the to be come (Seal) Borrower H Prince Transco que mais a esperrescon diaprenenta de la hal cinade a locare o estados Transference in the problem have take parties of the continues. Busheskiek philippia ja biskukut gredenik per beringen berengkinga disengan pel jagupak beligisk (se i

"UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY US AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

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42537 STATE OF OREGON,
On this 22 day of October, 1999, personally appeared the above named Form 3038 3/99

Christine J. Pickering + Cynthia I Pickering

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

My Commission Expires:

(Official Seal)

Before me:

6(OH) (9904)

State of Oregon, County of Klamath Recorded 10/25/99, at 3:22 p m. In Vol. M99 Page 42523 Linda Smith,

County Clerk

Fee\$ 80°