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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prempily pay when due the principal of and interest with the Note and any prepayment and late charges due under the Note. to Lender on the day assuring payments are due under the Note, until the Note is paid in full, a sum ("Funde") equal to

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one-twelfth of: (a) yearly teases and assessments which may attain priority over this Security Instrument (b) yearly once woon of (a) youry toxes and assessments when may an in promy over time according that another (b) youry leasehold payments or roomd reals on the Property, if any: (c) yearly hazard insurance premiums, ind (d) youry that payments or roomd reals on the Property, if any. These items are called "escrew items." Lender may definite the Funde the on the marries are called "escrew items." Lender may definite the Funde the on the busis af current d'its and reasonable estimates of future eserow items.

The Fands shall be weld in an institution the deposits or accounts of which are insuged for granulative, by a federal (f state agency (including Londer is such an institution). Londer shall apply the deputs of an inclusion trans-Lender and an entry of the hairing and applying the Funds, analyzing the account of sections of the conservations of the section of the And a state of the state of the

THIS DEED OF TRUST ("Security Instrument") is made on July 2 19.85. The grantor is JOHN PATR ICK SKVORAK AND DEBRA ANN SKVORAK HUSBAND AND WIFE ("Borrower"). The trustee is ASTEN TITLE AND ESOROW: INC.

Define rewards and w ("Borrower"). The frustee is ASPEN-TITLE AND ESCROW. INC.

STREET PORTLAND OREGON 97258 2 10 00 200 00 ("Lender"). Borrower owes Lender the principal sum of DOLARY ELGHT THOUSAND AND 00/100 ("Lender"). dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on due to the debt evidenced by the Note, with interest, and all renewals, extensions and modifications: (b) the payment of all other stime with interest, add all renewals, extensions and modifications; (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 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 described property located in the second property located property located in the second property located prop

(a) +LOT, FIVE (5), BLOCK FIFTEEN (15), TRACT NO. 1064, FIRST ADDITION TO avers to write 0 to 11 animate a one conductors by monorem around the second and the helpoide (s upplot operate to prevent the antonion by second the helpoid operate to prevent the antone of the frequence of any part of the frequency, or (c) seconds from the holder of the beneau the antone of the frequence of any part of the frequency or (c) seconds from the holder of the beneau the antone of any part of the frequency or (c) seconds from the holder of the beneau the antone of any part of the frequency or (c) seconds from the holder of the beneau the antone of any part of the frequency or (c) seconds from the holder of the beneau the antone of any part of the frequency of the frequency of the beneau the antone of the frequency of the frequency of the beneau the antone of the beneau the antone of the beneau the antone of the frequency of the beneau the antone of the beneau the bene privent the canon current of the next of torrenties of any part of the exopletive next secures franktin former, and any part of the Security Instrument. If Emdergenerge and any part of a agreement satisficatory to Lender subordinating the lien to this Security Instrument. If Emdergenergy are any part of are security instrument, liend coming any part of a the Security is unject to a lien which may attain priority over this Security Instrument, liend coming any give Horizower are neues identifying the list. Borrower shall satisfy the lien or take one or more of the settions fet forthabove within 10 days.

5. Hasned insurance. Dorrower shall keep the improvements now existing or hereaftent received on the Property as susaren ensurance, controver suan acep me inferio curens now easing or an energical concentrate for which Ender nasured against loss in the hearts included within the term "extended coverage" and any energicards for which Ender requires measance. The insurance shall be maintained to the announts and for the features in a code requires. The or the giving of motion insurance carrier providing the insurance shall be chosen by Borrower subject to Lendes, approval which shall not be

All insurance policies and renewals shall be acceptable to Lender and shall include instandard northage clause nioditiw gidinozamin Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of gald pretrigiums and renewal nonees. In the event of loss, Borrower shall give monipl' nonee to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower Unless Lander and Florrower otherwise agree in writing, insurance proceeds shall be applied to residration or repair of the Preperty damaged. if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair it 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 backs paid to Borrower. If Bortewer abandens the Projecty, or does not answer within 30 days a notice from Jender that the invertance carrier has offered to settly a claim, then Londer may collect the insurance proceeds. Lender may use the proceeds to repair of restore the Property or to pay sums secured by this Security Instrument, whether or not then due? The Ocay heriod will begin

ic in the issue of the second strength of the second second second second second second with a second with the second with the second second with the second s 1) Distribution of the matrix agree in virtual, and application of proceeding and of the matrix agreents and a construction of the matrix agreents after a to in paragraphs i and 2 opening and proceeds result with the matrix of the matrix agreents after a borrower's right to any matrix agreent and proceeds result with the matrix of the matrix agreents and proceeds result with the matrix of the matrix of the matrix agreents and proceeds result with the matrix of abyig at soliton shit nishw

Oregon 1-2009 ("Próperty Address"); 179401 lo sonshomint bas minerer 2011 nonismbor and or sould ([City] with it changes and chauge the Proposity allow the manage of the lease, and if Borrower acquires learning needs the provisions of the lease, and if Borrower acquires learning needs the restry the lease, and if Borrower acquires learning needs the lease.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water rights and stock and all 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 aidi vo THIS SEGURITY 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 in 1 memoriant ginues? the date of disbursement of the More rate and shall be payable, with interest, upon notice from Lender to Borrower OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 4 equesting payment.



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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.

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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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender. 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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument isomutiant vituoed such a stable such being and a stable stable law provides otherwise, all payments received by Lender under

Application of rayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1, and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth, to interest due; and last, to principal due, shi (d) another the Note; third, to amounts payable under paragraph 2, fourth, to interest due; and last, to principal due, shi (d) another the Property, which, may, attain priority, over 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, shift 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 forfeiture of any part of the Property; 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.

5. Hazard 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 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.

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 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 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 19 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 sums secured by this Security, Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds, 15, Borrower shall not destroy; damage or substantially change the Property, allow the Fioperty to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing. We declarate agrees to the merger in writing we

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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, 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 Lenden 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.

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19. Acceleration: Remedics. Lender shall give notice to Borrower prior to acceleration following Borrower's

The set address required nonterplays of norm for tudy power and power and the result of the second by this security instrument, and the second by the premums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower shall enter s written agreement or applicable law.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. any condemnation, or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assumed and shall be paid to Londor.

assigned and shall be paid to Lender, if any part of the proceeds shall be applied to the sums secured by this Security 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

Borrower, a videolige and the 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 Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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. 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of 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.

11. 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 provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without but time to time remove Trustee and

12. 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 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 refunded 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. 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of

rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option; Lender shall take the steps specified in the second paragraph of paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower of the Note and of this Security Instrument. Transfer of the Property or a Beneficial Interest in Borrower. 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 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 or demand on Borrower.

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 had no acceleration (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 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 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 paragraphs 13 or 17.

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CONNUNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 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 may possilt in acceleration of the sums default; (c) a date; not less than 30 days from the date the notice is given to Borrower and possilt in acceleration of the sums default; (c) a date; not less than 30 days from the date the date specified in the notice may possilt in acceleration of the sums default; (c) a date is a sum of the default on or before the date specified in the notice may possilt in acceleration of the sums default; (c) a date is the default on or before the date specified in the notice may possile in acceleration of the sums default; (c) a date is default on or before the date specified in the notice may possile in acceleration of the sum default; (c) a date is a date in the default on or before the date specified in the notice may possile in acceleration of the sum default; (c) a date is a date in the default of the date specified in the notice may possile in the date acceleration of the sum default; (c) a date is a specified in the notice is given to be acceleration of the sum default; (c) a date is a specified in the date is a specified in the notice may possile in the date acceleration of the sum default; (c) a date is a specified in the date is a specified in the notice may possile in the date acceleration of the sum default; (c) a date is a specified in the date is a specified in the date acceleration of the sum default is a specified in the date acceleration a aerauit; (c) a date, not less than ou days from the date the notice is given to porrower, 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 and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and (u) that failure to cure the denant on or before the date specified in the notice may result in acceleration of the right to secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to result of the secure by this Security Instrument and sale of the Property. secured by this occurity instrument and sale of the Property. The notice shan jurnier minim borrower of the right to bring a court action to assert the non-existence of a default or any other definition of Borrower to conclusion and the right to bring a court action to assert the non-existence of a default of any other definition of Borrower to conclusion and the right to bring a court action to assert the non-existence of a default or any other definition of Borrower to conclusion and the right to bring a court action to assert the non-existence of a default or any other definition of Borrower to conclusion and the right to bring a court action to assert the non-existence of a default of the definition of the second sec defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender actense of borrower to acceleration and sale. If the default is not cured on or before the date specified in the nonce, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further at its option may require immediate payment in full of an sums secured by applicable law. Lender shall be entitled to demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to uemand and may myoke the power of sale and any other remedies permitted by applicable raw. Lender shall be entitled to, collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, researable atternave' face and costs of title automos

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 reasonable attorneys' fees and costs of title evidence.

recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the iccuracy in cach county in which any part of the property is located. Lenger 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 chall cell the Property at public auction to the bighest manner prescribed by applicable law to borrower and to other persons prescribed by applicable law. After the times required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest required by applicable jaw, a fusice, without demand on borrower, shan set the rioperty at public auction to the ingrest 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 Tructed determined. Tructed may accurate the bidder of the Decoret by outline or the bidder of the Decoret by outline of the Decoret by out Under 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 mentionally scheduled cale. I onder or its designed may purchase the Departy of any cale

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, Arustee shan denver to the purchaser trustee's deed shall be prima facie evidence of the truth of the statements made expressed or implied. The recitais in the Trustee's deed shall be prima lacte 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

therein. I rustee shall apply the proceeds of the sale in the following of the sale and to an 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 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in to the person or persons legally entitled to it.

erson, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Person, by agent or by junctiany appointed receiver) shall be entitled to enter upon, take possession or and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to naument of the costs of management of the Property and collection of center including but not rioperty and to concertine reins of the rioperty including those past due. Any reins concered by Lender of the receiver shall be applied first to payment of the costs of management of the Property and collection of reins, including, but not limited to constitute for promiting on the costs of management of the property and collection of reins, including, but not shan or applied its, to payment of the costs of management of the rioperty and concerton of rents, including, out not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by

21. 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 security the Property without appropriate without appropriate to the resonance of the property and shall secure the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Property without appropriate secure of the property of the Propert reconvey, the property and shall sufremuet this security instrument and an notes evidencing deor secured by this Security Instrument to Trustee. Trustee shall reconvey the Property, without warranty, and without charge to the person or persons this Security Instrument. legally entitled to it. Such person or persons shall pay any recordation costs. 22. 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 discontration and 23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 23. Use of Property. 1 ne Property is not currently used for agricultural, under or grazing purposes. 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any

ys tees awarded by an appellate 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 this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and and this Security Instrument is if the rider(s) were a part of this Security Instrument as if

this security instrument, the covenants and agreements of each such fuer shan be incorporated into any shan amend and supplement, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security and the second sec Instrument. [Check applicable box(es)] t dermannt

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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.

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Housing Division Department of Commerce State of Oregon

The Lender intends to assign its rights under the attached Deed of Trust to the Housing Division, Department of Commerce, State of Oregon (the "Division"). In the event the Division accepts such assignment, the rights and obligations of the parties to the attached Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions sions of this Addendum shall control.

1. The Borrower agrees that the Division may, at any time and without notice, accelerate all payments due under the Deed of Trust and Note and exercise any other remedy allowed by law for breach of the Deed of Trust or Note

a. The Borrower sells, rents, or fails to occupy the Property; or

b. The Housing Division determines that the mortgage eligibility requirements established under Section 103A of the Internal Revenue Code which are applicable to the loan secured by the Deed of Trust have not been met or that any statement contained in the Affidavit is untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit are necessary conditions for the granting of this loan. The Borrower further understands that in the event the Division waives its right to accelerate all payments due or exercise other remedy

in law upon a specific violation under paragraph 1(a) of this Addendum,

the Division may, in consideration therefor, increase the interest rate on this loan or require payment of a reasonable fee.

In no event will the Division waive its right to accelerate if the rights and obligations of this loan are assumed by an ineligible Borrower. This means the property cannot be sold to a person who is ineligible to receive a loan from the Division unless the loan is paid in full. If the property is sold to an ineligible party, the Division or the Lender may refuse to allow the sale and demand immediate full repayment of the loan. This could result in foreclosure or repossession of the property.

2. The Borrower agrees that no future advances will be made under this Deed of Trust without the consent of the Housing Division, Department of

3. As provided in Section 103A(i)(4) of the United States Internal Revenue Code, the Division has elected to credit certain amounts which may become available to its mortgagors rather than the United States Treasury. The Division will make periodic determination of the overall amounts subject to credit and will distribute such credits among its mortgagors so as to made to the Borrower will be applied against the final payment of princimade to the Borrower will be applied against the final payment of principal on the Note, whether such payment occurs as a result of the discharge

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STATE OF OARGON: COUNTY OF KLAMATHIES STATE OF OARGON: COUNTY OF KLAMATHIES TAREADY GARTIET THE SHOW WITH INSTRUMENT WAS TOCOLVED D'CLOCK TRACED ON the index of the state of Son page 1521 EVELVY, BIERN, COUNTY CLERK Deputy. NT: 1 Par charge

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of the indebtedness at, or in advance of, the last regularly scheduled determined of the indebtedness at, or in advance of, the last regularly scheduled payment date. If at any time the amount of the credit so determined equals or exceeds the amount of the outstanding balance on the Note, the Note will be considered discharged and any excess will be applied against equals or exceeds the amount of the outstanding balance on the Note, the Note will be considered discharged and any excess will be applied against interest due. Nothing in this paragraph creates any express or implied interest the part of the Borrower other than to receive a credit, if any, right on the part of the Division assumes no obligation to invest any funds so as to increase or even provide an amount to be so credited nor is as herein provided. The Division assumes no obligation to invest any funds so as to increase or even provide an amount to be so credited nor is it obligated to make equal amounts available to all borrowers. The Bor funds SO as to increase or even provide an amount to be SO credited nor is it obligated to make equal amounts available to all borrowers. The Bor-rower is not hereby granted any right to claim or maintain any action other than to obtain the benefit of any credit which may properly be allo-other than to botain the benefit of the Division in order to achieve cated to the Borrower in discretion of the Division in order to achieve other than to obtain the benefit of any credit which may properly be allo-cated to the Borrower in discretion of the Division in order to achieve compliance with the above stated law.

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The Borrower Understands and agrees that the above provisions and the interest rate set forth in the Note chall be in effect only if this loan is nurchased The Borrower understands and agrees that the above provisions and the interest matrix for any reason, that it is not is set forth in the Note shall be in effect only if this loan is purchased to 12.500% the Division or if such purchase is rescinded, then the above provisions by the effective and the interest rate may be increased to $\frac{12.500\%}{12.500}$ shall cease to be effective and the interest of principal and interest may be increased to $\frac{512.28}{12.28}$.

NOTICE TO BORROWER: THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS NOTICE TO BORROWER: THIS DOCUMENT SUBSTANTIALLY MUU IF LESSINE LERM DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT. LOAN. DO NOT SIGN IT UNLESS STATES TO AND THE PROPERTY OF THE DOCUMENT I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in this Addendum increased to \$_____ T hereby consent to the modifications of the terms or the veeu of Note which are contained in this Addendum.

July Dolna, Onm Shrona Borrower Dated this 2nd day of ____ DEBRA ANN SKVORAK DEBRA ANNASKVORAKO HEI HI Patrick CIOHN PATRICK SKVORAK 85 personally appeared the and acknowledged the

On this <u>iznd</u> day of <u>July</u>, <u>85</u>, personally appear and acknowledg above named JOHN PATRICK SKUCRAK AND DEBRA ANN SKUCRAK</u> voluntary act and deed. STATE OF OREGON County of Klamath thelr Notary Public for Oregon above named JOHN PATRICK SKUCRAK AND DEBRA ANN S for egoing instrument to be their Before me r L zz Notary rubitchor ureguin 3/22/89

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Attn: JOYCE MATTINGLY -2-

Rev. 10/84 (MPP)

STATE OF OREGON: COUNTY OF KLAMATH:ss STATE OF OREGON: that the within instrument was received and filed for I hereby certify that the within instrument was received and filed for SI hereby certify that the within instrument was received and filed for and duly recorded in Vol M85 of Mortgages on page_ EVELYN BIEHN, COUNTY CLERK Deputy

by:

record on the <u>3rd</u> day and duly recorded in Vol

Fee: \$ 25.00