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| KOy | THIS DEED OF TRUST THE SEAND AND WIFE ("Borrower"). The trustee is MOUNTAIN TITLE COMPANY OF KLAMATH OUT UNDER THE BENL. FRANKLIN FEDERAL SAVINGS & LOW ASSOCIATION. |
| | HUSBAND AND WIFE AND MCLEANCHANDS THAT NOVEMBER 18, 1985 |
| <u>ج</u> ج | THE BENJ. FRANKLIN FEDERAL SAVINGS & LOW ASSOCIATION, A CONFORATION ("Trustee"). The beneficiary is STREET. PORTLAND, OREGON 97.258. Borrower owes Lender the principal sum of FORTLAND. |
| * | INE BENJA RANK IN FEDERAL SAVIAGO CONTROL OF THE TRUSTER IS MUNICIPAL TITLE COMPANY OF THE SAVIAGO CONTROL OF THE |
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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 proves the hote.

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 midd. The Funds are filed ged as additional security for the sums secured by

this Security Instrument. If the amount of the Funds held by liender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items Aball Exceed he amount required to pay the escrow items when due, the excess shall be, The Bondswer Biophion/Fiduar promptly repaid to Borrower or credited to Borrower on monthly payments of Bunds JCthe amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any THE BEAU. FRAMA IN FEICERAL TABINGS VE DESIMPASSES INTROTAGO AT ORTHOGON ON CONTROL OF THE SERVICE OF THE SERVI

amount necessary to make up the deficiency to the obtained partners as sequired by conder. And I all 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 pseudo or against by Lender, Lender shall apply no later than immediately prior agithe sale of the Property groups into the bender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

Application of Payments. 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; third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due.

Note; third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due.

Property, which, may, attain proprity 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.

receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writingild the payment offiled bigations content by the lien in it in an in a character pable to Lenden; (b) contests un good 3 Talith The liter by, lot defends against antioneent of the lientin, liegally tocedings which in the Leaden's applicant operate to prevent the enforcement of the lien or for engree of any part of the Property on (c) secures from the indergof 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 3712 GRENADA WAY Instrument inangediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds, p. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waster 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.

anigh Protection of Lendon's Rights in the Property: Mortgage dusurance my If Borrower falls to perform the covenants and agreements contained in this Security Instrument; dethere is a legal proceeding that may significantly affect Lender strights 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

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 sate and shall be payable with anterest pupon notice from Lender to Borrowen PAGE 2 OF 4 requesting payment.

2888 LINGER 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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 yellowing and breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 yellowing and this paragraphs) of the shirt of the shi of Indiana, Inspection, il Lender on its agentimay make reasonable entries upon and inspections of the Property. Pedder shall give Borrower notice at the time of opprior to an inspection specifying reasonable cause for the inspection. The present of the inspection of the insp restriction and the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and other remedies permitted by applicandent othing deligible pand of the remedies permitted by applicance. 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 Borrowers in the event of a partial taking of the Property? unless Borrowes 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 paid to Borrower was aldusitions as bedrassorn snowing radio of bigs rewested to be a bedrayer at bedraying an interpretation and the property immediately before the taking. Any balance stail be paid to Borrower was aldusitions as bedrassorn snowing radio of bigs rewested to a bedraying at bedraying to annum paid to Borrowerwai aldicilique et leadurason anoroge partie of bus a aventall et et le describit de la landicilique et leadurason anoroge partie de la landicilique et la landicilique make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the nonce is sixen, Lenden 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 onnot then due!

Viger 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 of modification of amortization of the sums seated by the sum seated by the sums seated by the sums seated by the sums seated by the sums seated by the sum seated by modification of amortization of the sums secured by this Scourity Instrument granted by Lender to any successor mile 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 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'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, and

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 in ins Security Instrument snall 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 conveys the Sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend; and of the Security Instrument or the Note without modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consenting a through how potential systems of build a security Instrument or the Note without

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

under the Note or by making a circuit payment to portower the Note.

13. Legislation Affecting Lender's Rights.

13. Legislation Affecting Lender's Rights.

14. The Note or this Security Instrument unenforceable according to its terms, Lender, at its option, all the security Instrument unenforceable according to its terms, Lender, at its option, all the security Instrument unenforceable according to its terms. 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

14. Notices. Any notices of Both wat optovided for in this Security Institument 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 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. If all or any part of the Property or any interest in it is sold or transferred (of it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural management. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

federal law as of the date of this Security Institution. The notice is promoted 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 (constatement) before sale of the Property pursuant to any power of sale contained in this 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 que under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other coveniants or agreements. (c) pays all expenses incurred in enforcing this reasonably require to assure that the lien of this Security Instrument; Dender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

8881 UNIFORM 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 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 dute 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 19, including, but not limited to,

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

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of 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 payment of the costs of management of the Property and collection of rents, including, but 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 reconvey the Property without warranty and without charge to the person or persons

gally entitled to it. Such person of 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.

23. Use of Property. The Property is not currently used for agricultural; timber or grazing purposes.

and an to the super on this security Instrument and in the Note, "attorneys' fees" shall include any aned: attorneys, lees awarded by an appellate court; where of a posts year rabins I rawors at the attorneys at the second search and the second search as a second search a

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

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| th | Planned Unit Development Rider A Other(s) [specify] SINGLE-FAMILY MORTGAGE PURCHASE PROGRAM Addendum, The rights and obligations of the parties under this Instrument are expressly made subject to its Addendum and the printed provisions of this Instrument; the conditions of the Addendum shall control. |
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The Lender intends to assign its rights under the attached Deed of Trust to the Housing Division, Department of Commerce, State of Oregon (the "Divisystion"); "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 provio reacon, that it is not

- The Borrower agrees that the Division may, at any time and without notice. accelerate allepayments due under the Deed of Trust and Note and exercise any other remedy call owed by law for breach of the Deed of Trust or Note
- The Borrower sells, rents, or falls to occupy the Property; or
 - 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.

- The Borrower agrees that no future advances will be made under this Deed of Trust without the consent of the Housing Division, Department of Commerce, State of Oregon.
- 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 maintain compliance with said Section. The amount of any credit to be made 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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Rev. 10/84 (MPP)

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of the indebtedness sation in advance of, the last regularly scheduled OCSS 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 right on the part of the Borrower other than to receive a credit, if any, 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 Borrower 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 allocated to the Borrower in discretion of the Division in order to achieve

The Borrower understands and agrees that the above provisions and the interest rate set forth in the Note shall be in effect only if this loan is purchased by the Division or its assigns. In the event, for any reason, that it is not by the Division or its assigns. In the event, for any reason, that it is not so purchased, or if such purchase is rescinded, then the above provisions shall cease to be effective and the interest rate may be increased to 12.250% and interest may be per annum, and the monthly installment of principal and interest may be

NOTICE TO BORROWER: THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent to the modifications of the terms of the Deed of Trust and Code A Tall and Development of the Control of the C

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