OCOL STREET	to the Good Heren State of State	Vol.MP5_Page195
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	(Space Above This Line For Re	cording Data]
187141	DEED OF TR	450-L
THIS DEED OF T		
19.02 The grantor is	WALLY T. KAWASAKI	November 22
THE BENLL ERANIA IN EEDE	OMPANY, INC. (Borrower). The ti	rustee is
under the laws of THE U	NITED STATES OF AMERICA and	PORATION ("Trustee") The beneficiar which is organized and exist d whose address is ONE S. W. COLUMB
Borrower ower London al		
dated the same date as this	Security Instantonia Dollars (U.S. S. 25,000	HOUSAND AND 00/100 ("Lender ,00). This debt is evidenced by Borrower's no ides for monthly payments
paid earlier, due and payable	le onDECEMBER1). This debt is evidenced by Borrower's no ides for monthly payments, with the full debt, if r This Security Instrume
modifications: (b) the naum	repayment of the debt evidenced by the N	ote, with interest, and all and all and all
Security Instrument; and (c the Note, For this purpose	the performance of Borrower's covenants	ote, with interest, and all renewals, extensions a red under paragraph 7 to protect the security of the and agreements under this Security Instrument a o Trustee in trust with security Instrument a
described property located i	in KI AMATU	and agreements under this Security Instrument a o Trustee, in trust, with power of sale, the following County, Orego
A portion of Lo Klamath Falls,	t 355, Block 123, MILLS AI	DDITION TO THE City of
Beginning at the Avenue and Divis the southerly li beginning; then Street 90 feet; Home Avenue, 50 of Division Street	t 355, Block 123, MILLS A in the County of Klamath, scribed as follows: e Southeast corner of the sion Streets, and running ine of Home Avenue, 50 fee ce Southerly parallel to t thence Easterly parallel feet; thence Northerly pa set to the South line of H	intersection of Home thence Easterly along to the point of the East line of Division to the South line of arallel to the East line
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THIS SECURITY INSERUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 4

Form 3038 12/83

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CONFORM OVEN THIS BORTOWER and Lender covenant and agree as follows:

Payment of Pilncipal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") 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 Funde 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 autoual accounting of the Funds showing credits and dibits 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

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 rayments 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 Seourity Instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs I 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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrowenshall promptly furnish to Lender all notices of amounts

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall pro nptly furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrum int 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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter prected on the Property

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

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

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 3(-day period will begin

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princ pal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amo int 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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Froperty 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. 7. Protection of Lender's Rights in the P

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covenants and agreements contained in this Socurity Instrument, or there is a legal proceeding that may significantly affect Property; Mortgage Insurance. If Borrower fails to perform the Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Proper v and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has prior to over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repurs Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless, Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; of (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 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 as tender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, thereby shall consider 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

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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, I ender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowet

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 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal aw 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 Note are declared to be severable.

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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

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

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.

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 mor gage, 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 Borrow :r may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the a nount of such payments. 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lerder 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 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 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.

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

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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sum; secured by this Security

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

all an If Lenderprequired mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

confer shall give notice to Borrower prior to acceleration following Borrower' this Security Instrument (but not prior to acceleration under paragraphy 13 and 17

Borrower and Lender Jurther covenant and agree as follow 1

Exposition UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 **CALL HE 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 annitable law provides otherwise)**. The notice shall specify: (a) the default: (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 15 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 Rorrower by which the default must be cured; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default on or before the data specified in the notice may result in acceleration of the sums Actault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property The notice shall further inform Borrower of the right to 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 Secured by this Decurity instrument and sale of the Property. The notice shall further inform Borrower of 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 reinstate arter 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 ontion may require immediate naumant in full of all tume required by this Socurity Instrument without further detense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, i.ender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the nower of sale and any other remedies permitted by annlicable law. I onder shall be entitled to

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 avnances incurred in purching the remedies provided in this personals to including but not limited to 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, reasonable attorneys? fees and costs of title evidence ladie attorneys' tees 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 "ence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be If Lender invokes the power of sale, Lender shall execute or cause i rustee 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 of the Property is located I onder or Trustee shall give notice of sale in 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 Rorrower and to other persons prescribed by applicable law After the time

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 hy annlicable law. Trustee, without demand on Borrower, shall sell the Property at nublic auction to the highest 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 hidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order required by applicable law, i rustee, without demand on Borrower, shall sell the Property at public auction to the nignest 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 nostrone sale of all or any narcel of the Property by public announcement at the time and blader 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 previouely scheduled sale. Londor or its designed may purchase the Property of any sale I rustee aetermines. I rustee may postpone sale of all or any parcel of the Property by Public announce 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 at any sale. of any previously scheauled sale. Lender or its designed may purchase the Froperty at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty. The period of the factor of the fruction of the fruth of the statements made I rustee shall deliver to the purchaser I rustee'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

expressed or implied. The recitais in the Trustee's deed shall be prima facic 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 attorneve' face (h) to all sums conured by this Security Instrument: and (c) any excess 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 nerson or persons levally entitled to it 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property. Lender (in hu agent or hu indicially appointed receiver) shall be entitled to enter upon take noticession of and manage the 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 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

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 and then to the sums secured here. 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 this Security Instrument. 2011 IV HISTUMENT. 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to any the Dronarty and shall surrander this Security Instrument and all notes evidencing debt secured by this Security 21. Reconveyance. Upon payment of all sums secured by this Security Instrument. Lender shall request I rustee for 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 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 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 appoint described to all the title 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 annlicable law

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 24. Attorneys' Fees: As used in this Security Instrument and in the Note, "attorneys' fees" shall include any ave' fees awarded by an annellate court attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with minimum to the community and announce of each such rider shall be incorporated into and shall smend and 25. Kugers to this Security instrument. If one or more riders are executed by Borrower and recorded logether 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(e) were a part of this Security Security Instrument as if the rider(e) were a part of this Security Security Instrument as if the rider(e) were a part of this Security Security Security Instrument as if the rider(e) were a part of this Security Security Instrument as if the rider(e) were a part of this Security Security Instrument as if the rider(e) were a part of this Security Security Security Instrument as if the rider(e) were a part of this Security this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument ICheck applicable box(es)]

XOther(s) [specify] SINGLE-FAMILY MORTGAGE PURCHASE PROGRAM

26. Addendum, The rights and obligations of the parties under this Instrument are expressly made subject to avisions of the Addendum attached to the Deed of Trust In the event of any conflict between the provisions of 20. Addendum. The rights and obligations of the parties under this instrument are expressly made subject to the provisions of the Addendum and the printed provisions of this Instrument the conditions of the Addendum shall control the provisions of the Addendum attached to the Leed of Frust. In the event of any conflict between in this Addendum and the printed provisions of this Instrument, the conditions of the Addendum shall control.

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.

(Seal)

(Seal)

STATE OF OREGON County of Klamath ss. [Space Below This Line For Acknowledgment]

S. Cr

This instrument was acknowledged before me on Mid by WALLY T. KAWASAKI November 19 85 dayor NOTARY PUBLIC FOR THE STATE OF Title (and Rank) PREGON

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My commission expires .

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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 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

if:

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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

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 made3 to the Bornower will be applied against the final payment of princi-That Ral on the Note T whether such payment occurs as a result of the discharge

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of the indebtedness sations in advance lof, the last regularly scheduled payment date. If at any time the amount of the credit so determined equals or exceeds the mindunt 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 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 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 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 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 $\frac{12.125\%}{may}$ be increased to $\frac{59.56}{259.56}$.

NOTICE TO BORROMER: 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 Note which are contained in this Addendum.

Borrower		Borrower
WALLY T. KAWASAKI		
STATE OF OREGON		
On this 22 days of Nou	ember .	985, personally appeared the and acknowledged the
above-named WILY T. KAWASAKI		voluntary, act and deed.
For any way inctinument tombe his	s V	· · · · · ·
Before me	Tr	Public for Oregon 1/1/ 187
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After recording, mail to: THE BENLY FRANK IN FEDERAL SAVINGS & L DNE S.W. COLUME LA STREET	LOAN ASSOCIATION	WALLY T. KAWASAKI 2310 HOME AVENUE
After recording, mail to: THE BENU FRANC IN FEDERAL SAVINGS & L ONE S.W. COLUME I A STREET PORTLAND OR 97258	LOAN ASSOCIATION	WALLY T. KAWASAKI
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After recording, mail to: THE BENU FRANCIN FEDERAL SWINGS & L ONE S.W. COLUME LA STREET PORTLAND OR 97258 Attn: DEBBIE SHELL SHEAR	<u>LOAN ASSOCIATION</u>	WALLY T. KAWASAKI 2310 HOME AVENUE
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