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1. Application of Paragraphs. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 shall be applied to the following charges in the order listed:

- Charges. Lender shall pay all taxes, assessments, charges, fees and costs incurred by Lender under paragraph 2.

[illegible]

23.

1. All insurance policies and coverages shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and coverages. If Lender requires, Borrower shall provide copies of all receipts of past premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender notice and Lender may make payment of loss or make payment to Borrower.

2. Unless Lender and Borrower otherwise agree in writing, mortgage proceeds shall be used to pay the principal of the mortgage. If the mortgage is in arrears or is in default, the proceeds shall be used to pay the principal of the mortgage. If the mortgage is in arrears or is in default, the proceeds shall be used to pay the principal of the mortgage.

The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of California:

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6. Power to sell and Mortgage of Property, Leasehold. Borrower shall not destroy, damage or intentionally
change the Property, allow the Property to deteriorate or become waste. If the Security Instrument is in a mortgage,
Borrower shall comply with the provisions of the lease, not of Borrower, regarding the title to the Property, the covenants and
for title shall not merge unless Lender agrees in the original writing.

7. Protection of Lender's Rights in the Property. If Borrower assigns the Security Instrument to a third party, Lender's rights in the Property shall be as a mortgagee. Lender may foreclose on the Property or take any other action permitted by law and existing on the Property or make repairs, although the date of default in the Note may occur after the date of assignment of the Security Instrument to the third party.

Any amount claimed by Lender under this paragraph shall be payable, with interest, upon notice from Lender to Borrower.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the 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.

8. Inspections. Lender or 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.

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 convenience 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 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 to the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment 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 in 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 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 Bound by Enforcement 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 Lender to any borrower 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 borrower in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument because 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.

11. Successors and Assigns Bound Here and Forward Liability Co-owners. 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-owns the Security Instrument but does not execute the Note (a) is co-owning this Security Instrument only in mortgage, grant and answer 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, further or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 charges shall be reduced to 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 law 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 14. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to or 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 in this paragraph.

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 Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one uniform copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest to Borrower. If all or any part of the Property or any 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 federal law or if the terms of this Security Instrument.

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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

18. Borrower's Right to Foreclose. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument commenced at any time prior to the earlier of (a) 3 days or such other period as applicable law may specify for commencement) 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 occurred, (b) pays any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorney's fees, and (d) takes such action as Lender 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 shall continue unchanged. Upon commencement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to commence shall not apply in the case of acceleration under paragraphs 13 or 17.

1. **Warrant of Foreclosure.** Borrower and Lender further covenant and agree as follows:

2. **Acceleration.** Borrower and Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 11 and 12 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the failure to cure the default as or before the date specified in the notice may result in acceleration of the entire indebtedness under this Security Instrument and sale of the Property. The notice shall further inform Borrower of its right to demand of Borrower acceleration and sale, if the default is not cured as 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 (a) demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to reasonable attorney's fees and costs of this action.

3. **Lender's power of sale.** Lender shall exercise or cause Lender to exercise a written notice of the acceleration 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. When 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 other divisions determined. Lender may purchase any or all of the parcels 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.

4. **Trustee's duties.** The trustee in the Borrower's deed shall be given these powers of the trustee of the instrument under Section 4. Trustee shall execute the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to reasonable Lender's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

5. **Lender in possession.** Upon acceleration under paragraph 11 or foreclosure of the Property, Lender or 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 attorney's fees, and then to the sums secured by this Security Instrument.

6. **Recovery.** Upon payment of all sums secured by this Security Instrument, Lender shall release Trustee to recover the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Lender shall recover the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any reasonable costs.

7. **Substitution of Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee or one or more appointed hereunder. Without consequence of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

8. **Cure of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

9. **Attorney's Fees.** As used in this Security Instrument and in the Note, "attorney's fees" shall include any attorney's fees awarded by an appellate court.

10. **Notation on this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check applicable box(es))

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ 2-14 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	
☐ Other(s) (specify):		

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Ray B. Brown (Borrower)
Debra Joyce Brown (Lender)
Debra Joyce Brown

STATE OF MISSISSIPPI
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this May 15, 2007, by Ray Brown and Debra Joyce Brown, Husband and Wife, persons acknowledged.

My Commission expires 7-6-90

David C. Adams
Notary Public

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SETS OUT A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 15th day of May, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Note of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CLARK COUNTY TRUST COMPANY (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 5445 Sumner Lane, Elmer, Idaho, 83602.

Property Address

Notwithstanding, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "initial interest rate" of 2.00%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September, 1987, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Cost of Funds (as defined below):

(1) If "Contract Interest Rate, Purchase of Previously Owned Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) If there is no maximum limit on changes in the interest rate at any Change Date, the interest rate cannot be changed by more than 2.00 percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It must be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (B) any more already collected from Borrower which exceed of 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over the Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to the Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 11 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in the amount of (a) the loan or the amount of any one or more rate changes if there is a loan, or (3) a change in the Base Index figure, or all of these, as a condition of Lender's releasing the option to accelerate provided in paragraph 11.

By signing this, Borrower agrees to all of the above.

except a 1.00% on the interest rate adjustments during the life of the loan of plus or minus three (3.00%) percentage points.

Ray Brewer (Borrower)

Shirley Joyce Brewer (Borrower)

"This document is subject to the provisions of the Uniform Consumer Credit Code, which shall apply to this document if it is not otherwise governed by the provisions of the Uniform Consumer Credit Code."

STATE OF OREGON, COUNTY OF CLATSOP

Filed for record at request of CLARK COUNTY TRUST COMPANY on 11/11/87 at 11:11 A.M. and duly recorded in Vol. 111 of 111 at 111 on Page 111.

By Ray Brewer Clerk