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HUD-92169T.1(5-85 Edition) Page 1 of 4 pages" Previous Editions Are Opsolete.

This form is used in connection with deeds of trust insured under the one-to tour-family programs of the National Housing Act which require i'a One-Time Mortgage insurance Premium payment (including sections 203 (b) and (i)) in accordance with the regulations for those programs.

with interest thereon according to the terms of a promissory note, dated payable to the Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, being due and payable on the first day of three notice AUGUST 1620 16 they now die and not to commit or permit any weste threeof that are next due on the note on the first day of any mouth prior to

Daily 1906 1011 For the Purpose of Securing Performance of each agreement of Grantor herein contained and payment of the sum of wouldn't be a supplied of bunches and success baseof mages the februs costs mention of the property of bunches and success baseof mages the februs and the property of the pro usunga usucat and projettic or indian Dollars (\$ 35,343.00 1 a complete at termine behaviors and the be JULY 120th 89

blames covering the little specific the representative the right; power, and authority hereinafter given to and conferred upon Benefities; issues, and profits thereof. Subject However, to the right; power, and authority hereinafter given to and conferred upon Benefities; issues, and profits thereof. Subject However, to the right; power, and authority hereinafter given to and conferred upon Benefities. (s) ciary, to collect and apply such rents; issues and profits to not To Have and To Hold the same, with the appurtenances, into Trustee, roc 2219 beautiful fluid the same, with the appurtenances, into Trustee, roc 2219 beautiful fluid fl

accordance with plans and specificallons canaled ony in Beneficials insurance on the premises covered beteby as may be required f Dear Progether with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and

Boug which said described property is not currently used for agricultural, timber or grazing purposes.

trust to pay said proping tents, premiums, taxes and special Grantor by repistered mail, sent to his last anown address, or by from Beneficiary of such fact, which moure may be given to the will become definduent, such sums to be held by the Heneficiary in the date when such ground rents, promiums, taxes and assessments Benediciary, within lifteen (12) calendar dos satter written notice divided by the number of months to elapse before if month praction (c) to replace any work or maintais unextistationy aball bills and notices therefor, less all spraa already, paid therefor to Beneficiary. Grantor agreeing to deliver promptly to Beneficiary auring construction,

spail of Daily conflicts between the provisions of the Addendum or Rider(s) and the percept shall be the conditions of the condition (d) that work shall pot cease on the construct (p) VII b Addendum or Rider (S) shall control? assessments, before the same become definquent; and fersonal service of the same,

parsiq usnerhe rights and obligations of the parties under this Instrument and over the parties under this Instrument of the parties under the Addendum and over the provisions of the Addendum and over the provisions of the provision Beneficially (CO) for the mental to the Deed of Trust in the event of any is a second to the Deed of Trust in the event of any is a second to the Deed of Trust in the event of any is a second to the deed of the Deed of Trust in the event of any is a second to the deed of the Deed of Trust in the event of any is a second to the Deed of Trust in the event of any is a second to the Deed of Trust in the event of any is a second to the Deed of Trust in the event of any is a second to the Deed of Trust in the Event of the Deed of Trust in the Deed of Trust in the Event of the Deed of Trust in the Deed o

ANY DESIGNATED SERVICE MODIFIED CESTS MODIFIED (iii) amortization of the principal of the said note (ii) Interest on the note secured hereby, and

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3. In the event that any payment or portion thereof is not paid conditions, and restrictions affecting said property. s & To comply with all laws, ordinances, regulations, covenants,

Heneficiarys with foss payable to the Beneficiary and Granior as amounts and for such periods as may be required by the es mai, octequired from time to time by the Benediciate in such other harards, casualties, and contingencies including war damage Jo provide and maintain insurance against loss by fire and

which delivery shall constants an assignment to Benediciary of air their spierests man apprese, and in deliver all policies to Beneficiary,

leck in a fedsonable sum intrumen by tieneliciary of finitee Loty 27.5 GRACE PARKy according to whe official plat thereof on file in o Beneficias, or Payater, and anguld Beneficiary or Trustee elect to Conut. metted on subsequent payments to be made by Graning, or subject the could be described by the Graning of the monthly nayments made to the could be t purporting to affect the security hereof or the rights or powers of 10. To appear in and delend any action or proceeding

percept State of Oregon, in U.S. BANK, OF WASHINGTON, ENATIONAL ASSOCIATION of Sure based of Section of Sectio U.S. BANCORP MORTGAGE CO. Cuestion and page 3, as Trustee, and feralisions hereof, tail payment of the epitte indebiedness secured That Grantor irrevocably Grants, Bargains, Sells and Conveys to Trustes in Trust, with Power of Sale, the Proppurtenant to of 1130 County, State of Oregon; described as: the deficiency off or Detore the duty when payment of such ground (feestion shall pay to denseticiary, any amount necessary to make up

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Deed of Trust

To do all acts and make all p

U.S. BANCORP MORTGAGE EO 555 S.W. OAK PL-5 0311 State of Oregon ORTLAND OR 97204

Perfect may be, when the same shall become due and payable, then

Accept to loguer content acting option of the citation shall be ease. Tax Account No. 113903: 012BC : 02100 ench

agrees to pay a "late charge" of four cents (46) to cach dollar so

within fifteen (15) days from the date, of the same is due. Grantor

4. It the total of the payments made by Grantoc under (a) of

actually made by Beneficially for ground rentertaxes or

Overdue, it charged by Benchelary

paragraph 2 preceding shall exceed the aprount of payments

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- 1.9 Privilege is reserved to pay the debt in whole, or in an mouse use 50 Protect the Security of This Deed of Trust, Grantos Agrees, adous amount equal to one of more monthly payments on the principal to one or the post on the principal to one or the post on the principal to one or the post on the principal to one or the first day of the post on the principal to one or the first day of the post on the post on the post on the post on the principal to one or the first day of the post on the post on the post of the pos that are next due on the note, on the first day of any month prior to exercise such privilege is given at least thirty (30) days prior to the final bathient of historial and forcest thereof, it not suched that, some case exercise such privilege is given at least thirty (30) days prior to the final bathient of historial and forcest thereof, it not suched that, some case are executed. ment.

  The interest thereon according to the terms of a promissory note darte. Locomplete or testore promptly and in good work-
- 2. Grantor agrees to pay to Beneficiary in addition to the 18 17. monthly payments of principal and interest payable under the terms of said note, on the first, day, of each month, until said note is fully a so thereof is being obtained for the purpose of financing construction paid, the following sums; and to Hold the same and the abbaticuancof improvements on said property. Grantor further agrees:
- (a) (A sum, as estimated by the Beneficiary, equal; to the ground premises covered by this Deed of Trust, plus the premiums that will have Housing and Urban Development, and complete same in trace and other hazard accordance with plans and specifications satisfactory to Beneficiary, insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory or to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured 114 hereby shall be added together and the aggregate amount thereof. shall be paid each month in a single payment to be applied by Letter Beneficiary, setting forth facts showing a default by Grantor under Beneficiary, setting forth facts showing a default by Grantor was Beneficiary, setting forth facts showing a default by Grantor was Beneficiary to the following items in the order set forth:

  (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

  (ii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

  (iii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:
- (ii) interest on the note secured hereby; and (iii) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next () such payment, constitute an event of default under this Deed of Trust.

- In the event that any payment or portion thereof is not paid within fifteen (15) days from the date of the same is due. Grantor agrees to pay a "late charge" of four cents (4e) for each dollar so overdue, if charged by Beneficiary.
- 4. If the total of the payments made by Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor, shall be credited on subsequent payments to be made by Grantor, or refunded to the Grantor. If, however, the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as. [4] the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness. credit to the account of Grantor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or the Beneficiary acquires the property otherwise after default. Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

- constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part
- (a) to commence construction promptly and in any event within 30 days from the date of the commitment of the Department of
- (b) seto allow Beneficiary to inspect said property at all times during construction.
- (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by personal service of the same,
- (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days.

AMERICAL STREET, and Trustee, upon presentation to it of an affidavit signed by g or Alder

- 7. Not to remove or demolish any building or improvement TRUST ATTACHED MERETO AND BY THIS thereon.
- 8. To comply with all laws, ordinances, regulations, covenants, ELD OF conditions, and restrictions affecting said property.
- 9. To provide and maintain insurance against loss by fire and other hazards, casualties, and contingencies including war damage as may be required from time to time by the Beneficiary in such amounts and for such periods as may be required by the Beneficiary, with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary. which delivery shall constitute an assignment to Beneficiary of all return premiums.
- 10. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
- CORU 11:21 To pay at least 10 days before delinquency all assessments upon water company stock, and all rents, assessments and charges, lubfor water, appurtenant to or used in connection with said property; fe to pay, when due, all encumbrances, charges, and liens with consecutive interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Deed of Trust.
  - 12. To pay immediately and without demand all sums expended hereunder by Beneficiary of Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby.

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13. To do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Deed SCHORUK

of Trust eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees not to do, or cause or suffer to be done, any act which will void such insurance during the existence of this Deed of Trust.

It is Mutually Agreed that:

14. Should Grantor fail to make any payment or to do any act hatic as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: o cless Make or do the same in such manner and to such extent as either, and I Pemay deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon the property for such Connibulposes; commence, appear in and defend any action or Since proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and in Will exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of title, employ counsel, and pay his reasonable fees.

Dated 15. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation and DesTrusti being deemed conclusive proof of such ineligibility), or a proceeding, or damaged by fire, or earthquake, or in any other any other should the commitment of the Department of Housing and Urban orper manner; Beneficiary shall be entitled to all compensation, awards of said Development to insure this loan cease to be in full force and effect questiand other payments or relief therefor, and shall be entitled at its, poor (for any reason whatsoever, Beneficiary may declare all sums to be supported in the control of the control

Livaction or proceedings, or to make any compromise or settlement, in LO Aconhection with such taking or damage. All such compensation, who awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after 1.011 1500 deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, award, damage, and rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date. Beneficiary does not waive its right either to require a more prompt payment when due of all other sums so secured or to there declare default for failure to pay.

Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance. 18 for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Frustee may (a) consent to the making of any map or plat of said property; (b) join in Contigranting any easement or creating any restriction thereon: (c) join Statin any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property.

Lines of persons legally entitled thereto, and the recitals therein an Deed of any matters or facts shall be conclusive proof of the The Grantee in any reconveyance may be described as the

unt unuig a As additional security. Grantor, hereby assigns to Beneficiary during the continuance of these trusts, all cents, issues. and Profits of the property affected by this Deed of Trust personal and profits of the property affected by this Deed of Trust presented under the terms hereof not then repaid, with accrued of the University of the principal debt; all other sum of the new personal property located thereon. Until Grantor shall are printerest at the rate provided on the principal debt; all other sums default in the payment of any indebtedness secured hereby or in the agus then secured hereby; and the remainder, if any, to the person or performance of any agreement hereunder. Grantor shall have the

right to collect all such rents, issues, royalties, and profits earned percent to default as they become due and payable it nesses discharged and Trustee so appointed shall be substituted as Trustee named, and thereupon the Trustee herein named shall be

19. Upon any default. Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take posession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

20. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or should this Deed and said note not be eligible for insurance under months from the National Housing Act within three the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent months' time from the date three of this Deed of Trust, declining to insure said note and this Deed of of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, the note and all documents evidencing expenditures secured hereby. Notwithstanding the foregoing, this option may not be exercised by the Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

21. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Grantor, shall sell said property at the time and place ro ms x17. MADany/time/and/from time to time upon written request of the property at the time and place. parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such of property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in this of any matters of facts shall be conclusive proof of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness thereof. Any person, including Grantor, or of the truthfulness (cc. truthfulness) (cc. truthfu geBeneficiary, may purchase at the sale. After deducting all costs. fees, and expenses of Trustee and of this trust, including cost of title THE Evidence and reasonable attorney's fees, in connection with sale, bing Trustee shall apply the proceeds of sale to the payment of all sums repersons legally entitled thereto. The property was a property with the

pront 22. Beneficiary may, from time to time, as provided by statute, m gappoint another: Trustee in place and instead of Trustee herein sale under any brher Beed of Trust or of any Action of proceeding

named, and thereupon the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee ight to collect all such reats, issues, rayaltier, and profits earlied 23. This Deed of Trust shall inure to and bind the heirs and out of the assumed as and be synonymous with, the term "Trust Deed," as used legaters, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or 24. Trustee accepts this Trust when this Deed of Trust, duly approved executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending

[KEVINELY CONTRACTOR OF Grantor (REVINELY CONTRACTOR OF Grantor State of Oregon taluation of other age . men County of the how easement 22 creating at it ... Cir I, the understance of Dar Jene J. Tuckering the making of consent

to me known to be the individual described in and who executed the within instrument; and acknowledged that the he within the meaning and acknowledged that the he will be according to the meaning and acknowledged that the heart and acknowledged that the heart are the meaning and the meaning acknowledged that the heart are the meaning and the meaning acknowledged that the meaning acknowledged that the meaning acknowledged that the heart are the meaning acknowledged that the meaning acknowledged signed and sealed the same as

10. By acceptuing payment of any sum secured hereby after its

action and proceeds as Beneficiaty or Trustee may require. assignments of any compensation, award, damage, and rights of indebtedness seemed hereby. Uranior agrees to execute such further release any mone, 5.30 received by it or apply the same on 6.13 Linutes: then with such triking or damage. All such compensations of written declarations of defaulting by damage. All such compensations are also assumed to be not considered t

To: Trusted from with encurraging or qualities The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note.

other evidences of mucoleuness secured by said need of trust delivered to you nerewith, together with the said need of trust and together with the estate now held by you thereunder.

Of this need of Trust, all the estate now held by you thereunder.

reasonable lees. including costs of evidence of this, employ counsel, and pay his amounts in its absolute discretion it may deem necessary therefor.

Mail reconveyance to men appears then any hability expend whatever ither appears to be prior or superior hereto: and in compromise any encumbrance, charge, or lien which in the powers of Benediciary of Frustee, pay, purchase, contest, of

State of Oregona purporting to affect the security fiercol or the rights or County of oxes; commence repear in and defend any action or rustee being authorized to enter upon the property for such

I hereby certify that this within Deed of Trust was filed in the office for Record on their conscious of activation and and any of and without releasing transportant in A.D. 19 tion to 8101 of a O'clock to M. fand was duly recorded in Book 178 122 postession of 200 configured to to go hol Record of Mortgages of gang about of

th herein provided their Bengiciary of Trastee, but without 14. Should themsor sail to make any payment or to do no, a it is Matronik Agreed that:

such insurance desing the existence of this Deed of Trust not to do the cause of suffer to be done, any act which will void of the National Housing Aut and amendments thereto, and agrees of Trust eligible for insurace by Beneficiary under the provisions sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee, The may thou time to time as brokenso partising

in the laws of Oregon relating to Deeds of Trust and Trust Deeds. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.comquessociacie anomes y test in consention anticole

lees, and expenses of Inches and of this frost, because costs 26 and As used in this Deed of Trust and in the note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an Appellate Court etters or forts out the countries of or of the

any covenant or harrants, experts or supperficio rectudo or this the purchaser its Doed conversion for property in soil, but william The factor of the property and the angle of the to

Carter und boetbone the sort of b Signature of Granior. The armouncement at such time and place of said and from time to time bouldour in our shall not become of any probately of bodge the understand national line. Later and (a) consetts. And the property of the money of the Equica States, payable as time of sole frontee may

parreis, and in anch order as a may accepting their subject to the

free and voluntary act and deed, for the uses and purposes erein mentioned.

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Given under my hand and official seal the day and year last above written. Tollowins the research so as some of the day and year last above written. 21. Viller the lages of the time as Law then he was aned by law

to Leant the monory Public in and far the State of Oregon. 

together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to

incomes, time from the book The said have and this Deed o io three of Housing and Urban Development of ambolized agent at the Seerelary of Housing and Weban Development. and an expense websited the National Housing Act within three

should this Deed and said note this be cligible for unsurance under secured hereby or in pottormance of any agreement hereunder, or 16. Upon defaule by tiramot in payment of any indestedness. to such nous

or names a detaill bereinder or chalaire and and done pursuant application thereof an after capat, after not time of maint any default

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## ADDENDUM TO DEED OF TRUST

Single-Family Mortgage Program Oregon Housing Agency State of Oregon

The Lender intends to assign its rights under the attached Deed of Trust to the Oregon Housing Agency. State of Oregon (the "Housing Agency"). In the event the Housing Agency accepts such assignment, the Addendum. To In the event of any conflict between the provisions of this Addendum and the provisions of this Addendum and the provisions of the Dead of Trust or Mote, the provisions of this Addendum shall control.

Asslong as Kthispmortgage is held by the Housing Agency, or its successors or assigns, the Lender may declare (all, sums, secured (by, this) mortgage to be immediately due and payable if:

a. all, or part of the property is sold or otherwise transferred (other than by devise, descent or

- -(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of (564)
  - (ii) who has had a present cumership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i) (2) of the <u>Internal Revenue Code</u> (except that the language "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1)); or
- (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e)
- (iv) whose household income exceeds that established by the Housing Agency under its applicable regulations or program guidelines in effect-on-the-date of the sale or transfer; or
- b. Borrower fails to occupy the property described in the mortgage without prior written consent of the Lender or its successors or assigns described at the beginning of this Addendum; or
- Spong ALITICAL Borrowern omits on misrepresents (a "fact" that is material with respect to the provisions of Section 143 of the <u>Internal Revenue Code</u> in an application for this mortgage.
- SCK229| The Borrower Funderstands that \* the ragreements and statements of fact contained in the Addendum to
- 25938 The Borrower agrees that no future advances will be made under this Deed of Trust without the consent
- Cond.: As provided in Section 143(9) of the Internal Revenue Code, the Housing Agency has elected to credit
  The Housing Agency will periodically determine the overall amounts which may become available.
  The Housing Agency will periodically determine the overall amounts which may become available.
  The Housing Agency will periodically determine the overall amounts of the credit and will distribute such credits among its borrowers in compliance with said Section. The amount of any credit regularly scheduled payment date. If at any time the indebtedness at, or in advance of, the last any excess the amount of the outstanding balance on the Mote will be considered discharged and implied right on the part of the Borrower of the Note will be considered discharged and the part of the Borrower other than to receive a credit, if any, as herein provided.

  The Housing Agency assumes no obligation to invest any funds so as to increase or even provided.

  Borrower is not hereby granted any right to claim or maintain any action other than to obtain the Housing Agency, invorder 1to achieve compliance with the above stated law.

DEJUCITREFERENCES rare: to the Internal Revenue Code in Deffect on the date of execution of the mortgage, and sha! De im effect only if this loan is perchased by the Housing Agency of its assigns. If for any reason, its and so perchased, or it such perchase is rescanced, them the above provisions intil cesse to be effecting deemed to flucing implementing (Lean perchase) in the above provisions intil cesse to be effecting deemed to flucing implementing (Lean perchase) in the above provisions in the moltdage of the perchase in the above provisions of the moltdage of the perchase in the above provisions in the moltdage of the perchase in the above provisions in the moltdage of the perchase in the above provisions in the above provisi The Borrower understands and agrees that the above provisions and the interest rate set forth in the Mote

The sorrower understands and agrees that the above provisions and the interest rate set forth in the Note 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 Housing Agency or its assigns. If for any reason effective, and the interest rate set forth in the Note it is not so purchased, or if such purchase is rescinded then the above provisions shall cause to be principal, and interest may be increased to 328.800 ctv. The annum, and the monthly, installment of the principal and interest may be increased to 328.800 ctv. requiacity scheduled naviour date. If at any time the anxiest of the credit so determined equal of the credit so determined equal of an any except, the Note, the Note will be considered discharged and any excess will be applied against interest dues nothing in this paragraph creates any express of inclied right on the part of the Borrower other than to receive a credit, if any, as herein provised inclied right on the part of the Borrower other than to receive a credit, if any, as herein provised this years no obligation in our paragraph to assume coursing equal and the constitution of the part of the Borrowers. The government of the part of the p KEAN I dividish the course of the advance of the final payment of the advance of the last requisitely scheduled navient rate. If at any time the mount of the Note will be considered discharged on the Note, the Note will be considered discharged and the Note will be considered discharged and the Note will be considered discharged and the Note. ComutA ot provided in SectKinmal(g) ) (exhe internal Revenue Code, the Measing Agency has elected to credit compared in SectKinmal(g) ) (exhering the Code, the Measing Agency and Section 2 available the Overall amount may become available the Overall amount goldone. The Amount of any credit in Camping and Section in amount of any credit in Camping and Section in a Amount of any credit and the Measing Agency will be Amount administrate at the section of principal on the Measing. known to me, to j be the dentical sindividual described in and who executed the within instrument and to acknowledged to menthatoershall executed the same freely and voluntarily. IN TESTIMONY LINE ENDER THE EXECUTED THE SAME TREETY and VOLUNTARITY.

IN TESTIMONY LINE ENDER TO THE DECARROL OF THE PROPERTY OF THE DECARROL Corrower fails to occupy the property desc Colon til mortgag Tils Addenders the Lender or its successors of assigns describe at the beginning Tils Addender tiv) whose household income exceeds that ( Horard Supplic in and total said Conuth and State 110 to regulations or program guidelines in a foreign from the control of the or pror written consent of and (1)(2) of the <u>Internal Revenue Code</u> or **WA Commission exbines:** (iii) at an acquisition cost which is greater than 90 percent of the average area purchass price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the faternal December Forts, or >143(d)(1)); or who this had a present osnership interest in a principal residence during any part of the three-year period enging on the data of the sale or transfer, all as provided in Section (AB46) and (1)(2) of the <u>Internal Revenue Coxin</u> (excopt that the language "100 percent" split he substituted for "35 percent or more" where the latter appears in Section S[43(d)(1)) or the Internal Revenue Code; or resonable time after the sale or transfer, all as provided in section [43(c) and (i)(2) of the inverse Business Color in the sale or transfer, all as provided in section [43(c) and (i)(2) of the inverse Color in the sale or transfer, all as provided in section [43(c) and (i)(2) of the inverse Color in the color in the sale or transfer, all as provided in section [43(c)] and (i)(2) of the inverse color in the color in

a. alligue far of the property is sold or otherwise transferred (other than by devise, descent or executing a purchaser or other transferred;

A. Sec BANCOLD MOLLGAGE COMBANANTERSAGE to be immediately due and payable if:

PORTLAND OR 97:304 he provisions of this Addenger shall control The render intends to assign its rights under the attached Geed of Trust to the Oregon Housing Agency; State of Dregon (the "Housing Agency"). In the event the Housing agency accepts such assignment, the State of Dregon (the "Housing Agency") in the astached Deed of Trust and expressly made subject to this Trights and obligations of the parties to the astached bed of Trust and expressly made subject to this Adence in the provisions of the provisions of the provisions of the parties of the provisions of the parties of the provisions of the provisi

> State of Oregon Single-Family Mortgage Program Oregon Housing Agency

> > ADDENDUM TO DEED OF TRUST

431:2321719-748 SCHOECK. LN 1504425 SFMP 9A

0032a (Rev. 3/89)

STATE OF OREGON

FHA NO. 431:2321719-748

LN 1504425 SCHOECK

## RIDER TO DEED OF TRUST

dated	VICTOR T NAPPAMORE
	GRANTORU.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
	용제 등에 등에는 물론으로 보면 보면 보다는 것이 되었다. 그는 그는 그는 그는 그를 보면 보고 있는 것이 보고 있는데 보고 있다면 보고 있다
	BENEFICIARY U.S. BANCORP MORTGAGE COMPANY
	1. Paragraph 1 which reads as follows, is deleted:
	"Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
	2. Paragraph 1 is amended to read as follows:
	"Privilege is reserved to pay the debt, in whole or in part, on any instalment due date."
	3. The following paragraph is added to the Deed of Trust following paragraph 19.
	The beneficiary shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the grantor, pursuant to a contract of sale executed not later than
	Sein 1 Neuramore REVIN L. NARRAMORE
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E OF OR	EGON: COUNTY OF KLAMATH: :: ss.
	Mountain Title Co. the 25th
	July A.D., 19 89 at 2:54 o'clock PM, and duty recorded in vol