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7. Applic and Funds held by Lender. If under our gets has the Propositions his contrasting by Lender, Lender in an apply to later the funds held by Lender in a later to the time of the immediately prior to the sale of the perfector its and the funds and a funds held by Lender of the time of a fundamental prior to the sale of the perfector its and the funds held by Lender of the fundamental fundamental for the fundamental forms. thy tone necessarie to make up the denote (ky) sinct or more that when heads retuined by Landet.

The point peut rent in full of all sum posts rent by this Se sum ty lastitudes to be described by Lender and prompty of the lastitudes and prompty and prompty in the lastitudes of the alm observine Bailds neithby headers; (first Roters for past he exclusivitein), Chief due, Berrawer shall past to Leither and the five dates of the escrew thinks shalls seen the unount required to pay the estrew term, where due the excess claim to the first of the income of the inc If the authorities things heige. Lit then together four the ship is nouthly position to the condensation to the first and the condensation of the Il the action and of the Enady majors | Finder to better (AB transmitted and the product of the TOGETHER WITH all the improvements now or herustler erected on the property, and all easements, rights, appurtenances, tents, royalties, mineral, bit and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the covered to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrowin is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants 'and vill defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. This Security Instrument combines uniform covenants for national use and non-uniform covenants with iterations by jurisdiction to constitute a uniform security instrument covering real property. *MODIFIED FOR VA LOANS*

23282

OREGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

91-7753 10/88

16.89

DDI LED KYL AV TOYUS, Burrower and Lender coverant and agree as follows:
UNIFORM COVENANTS Borrower and Lender coverant and agree as follows:

Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt of deposed 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 in the Note is paid in full, a sum ("Funds") equal to one-(wellth) of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents or the Property of my; (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 of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; 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 liwed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

bit Mass S. Hazzird Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property ministred against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and reneyals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right so hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given:

Unless Lender and Borrower of erwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly pryments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition 6. Preservation and Maintenance of Property; Leareholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate of 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 Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender do not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Million Sicurity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from ally 530 at a date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

2000 (C) requesting payment.

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If Lender required mortinge insurance as a condition of making the loan secured by this Security Instrument. insurance (terminates in accordant) with Borrower's and Lender's writtening reement or applicable lawer parties and standard in the Property Lender 18. Inspection; it agent may make reasonable lentries upon and inspections of the Property Lender

shall give Borrower notice at the Innettion prior to an it spectron specifying reasonable cause for the inspection. 10 189. Condemnation. The processes 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 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 by the 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

o Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for clamages, Borrower fails to respond to Lender within 30 days after the date the notice is make an award or settle a claim for clamages, porrower mass 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released: Forbenrance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the suins secured by this Security Instrument granted by Lender 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

orrower'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 of other loan charges collected on 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 parmitted 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.

partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights; III 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, permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

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 linve been given to Borrower or Lender when given as provided

(11) 15 Coverning Law: Severability And This Security Instrument shall be governed by federal law and the law of the endurisdiction in which the Property is located, In the event that any provision of 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. Double of the property of a Functional Interest in Borrower. If all or any part of the Property or any person) without I ender's prior writing contraining the property of a functional interest in Borrower. If all or any part of the Property or any person) without I ender's prior writing contraining the property of any person) without I ender's prior writing contraining the property of any person) without I ender's prior writing contraining the property of any person) without I ender's prior writing contraining the property of any person) without I ender's prior writing contraining the property of any person without I ender's prior writing the property of a person without I ender's prior writing the property of a person without I ender's prior writing the property of a person without I ender's prior writing the property of any person without I ender's prior writing the property of any person without I ender's prior writing the property of a person without I ender's prior writing the property of any person without I ender's prior writing the property of any person without I ender's prior writing the property of any person without I ender's prior writing the property of any person with the property of any person with the property of any person with the property of a person with the property of the property of the property of the person with the property of the property of the property of the property of the person with the property of the property of the person with the property of the person with the person 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. Ho veyer, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Itstrument and the 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 may these sums prior to the expiration of this period, Lender may invoke any

premedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. All Borrower meets certain conditions. Borrower shall have the right to have occeptorcement 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 applicant aw may specify for temstatements better safe of the rioperty pursuant to any power of safe contained in 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 of the coverage of the cove (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 covenents or agreements. (c) pays all expenses incurred in enforcing this security. Instrument, including, but not limited to, reasonable attorneys, less and (d) takes such action as Lender may obligation, to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by occurred. However, this right to reinstate shall not aprily in the case of acceleration under paragraphs 13 or 17.

the occurred. However, this right to reinstate shall not apply in the crise of acceleration under paragraphs. If or 17 a little account in a gate not less than 20 quart tonus it got the courses. I have policy act on increasing the course of unices and scabic few 42 years unit raise). The fatt of the specify (at the action is equivalent to the the same as a second control that the same as a second control to the fattern of a second control to the same as a sec breech uf a 19 covenant or agreement in this Section | Instrument (Dig nother to receifer principal and a 12 and 1.

19 Acceleration: Remedies frender 37131 | 19 motice to therewer 3119 to acceleration fellowing for when SIDA UNIFORM COVENARITS Horrower 1/4)

nder there exponentant agree at follows

19. Acceleration: Remedies Lender stall live notice to Forrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (by thot prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; detault; (c) a date, not less than 30 mays 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 secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender defense of Borrower to acceleration and sale. at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender involves the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county, in which any part of the Property is located, Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidden 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 sole of all or any parcel of the Property by public announcement at the time and

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Prustee shall deliver to the purchase: Trustee's deed conveying the Property without any covenant or warranty. expressed or implied. The recitals in the Truster'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 the initial to the proceeds of the sale, including the sale including the sale including that the sale including in the following order: (a) to all expenses of the sale, including, but not the initial to the research of new days and attorney of fixes; (b) to all sures secured by this Security Instrument; and (c) any excess to the research of new days are legally applied to the research of new days are legally applied to the research of new days are legally applied to the research of new days are legally applied to the research of new days are legally applied to the research of new days are legally applied to the research of new days are legally applied to the sale. to the person of persons legally entitled to it, the trace our tracounce

Mit 20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person; by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys) fees, and then to the sums secured by

21. Reconveyance: Upon/payment of all sums secured by this Security Instrument, Lender shall request Trustee to this Security Instrument. reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to 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 use useful or the series and the series and the series are the series and the series are the series and the series are the

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property kind currently used for agricultural, timber or grazing purposes.

24. Attormys? Fees, As used in this Security Instrument and in the Note, "attorneys, fees, shall include any attorneys fees awarded by an appellate courter transcranger to the see cuted by Borrower and recorded together with

25. Riders to this Security Instruri	entilfone or more ride	Le ste executed by Dorr	dimensand si	all amend and
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TO TRUSTEE Commence the blocking of the note for notes a sured by this Deed of Truste Said note or notes, together with all cther indebted ness secured by this Dead of Trust, have been paid in full 1 You are hereby directed to cancel said note or notes ind this Deed of Trust, which are delivered hereby; and to reconvey, without warranty, all the estate now held by you under

If Lepist required mortgage (18u tince is a Squalion of matting the fram secures by this Secure;) this rument, this Deep of Logi, to the higo, or betour jessiff entitle therefore it with an interest the requirement for the

GUAILANTEED LOAN

LN 1536891 SCHOECK . LH 230747

(For use with FNMA/FHLMC uniform instruments for Veterans Administration guaranteed loans)



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THIS VA GUARANTEED NOVEMBER	LOAN RIDER is made this 19.89, and is incorpor	28TH	day of
to amend and supplement (herein "security instr	a Mortgage, Deed of Tru ument") dated of even d "Borrower") to secure U.S. BANCORP MORTGA	ist or Deed to Secu ate herewith, given	re Debt
(herein "Lender") and	covering the Property of	described in the so	ecurity
Klamath falls, oregon	(Property	y Address)	

VA GUARANTEED LOAN COVENANT. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

- If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the security instrument or other instruments executed in connection with such indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lunder may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the security instrument, and hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.
- This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of chapter 37, title 38, United States Code.
- Funding Fee. A fee equal to one-half of one percent of the balance of this loam as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 USC 1829(b).
- Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit worthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veteran's Administration for a loan to which section 1817A of chapter 37, title 38, United States Code applies.
- Indemnity Liability. If this obligation is assumed, then the assumer hereby agrees to assume all the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower has executed the VA Guaranteed Loan Rider

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Mortgages

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