

37066

# SUBSTITUTION OF TRUSTEE AND DEED OF FULL RECONVEYANCE

Vol. m91 Page 23362

The undersigned FEDERAL HOME LOAN MORTGAGE CORPORATION, in and under the provisions of that certain Deed of Trust executed by RICHARD C. LARSEN AND SHARON M. LARSEN, HUSBAND AND WIFE Trustors, to KLAMATH COUNTY TITLE COMPANY as Trustee for UNITED STATES NATIONAL BANK OF OREGON dated 7/18/68, and recorded 7/18/68 in the office of the Recorder of KLAMATH County, State of OREGON Instrument #24628 Book, M68, Page 6539, of Official Records, do(es) in accordance with the provisions of said Deed of Trust, hereby give notice of the Substitution and Appointment of U.S. BANK OF WASHINGTON, N.A. in place and instead of the trustee above named, and do(es) hereby vest in said substituted Trustee, all the rights, title, estate, power, duty and trusts conferred by said Deed of Trust upon the Trustee therein named.

And whereas the indebtedness secured, to be paid by the Deed of Trust above mentioned has been fully paid and/or satisfied.

NOW THEREFORE, U.S. BANK OF WASHINGTON, N.A. as substituted Trustee, does hereby GRANT AND RECONVEY unto the parties entitled thereto without warranty, all the estate and interest derived to the said Trustee under said Deed of Trust in the lands therein described, situated in the County of KLAMATH, State of OREGON. Reference being hereby made specifically to said Deed of Trust and the record thereof for a particular description of said lands.

Dated: October 18, 1991

U.S. BANK OF WASHINGTON, N.A.  
Substituted Trustee

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
Beneficiary

Sheri Dawson  
SHERI DAWSON, ADMINISTRATIVE OFFICER

Sheri Dawson  
U.S. BANCORP MORTGAGE COMPANY AS  
ATTORNEY-IN-FACT-FOR FEDERAL NATIONAL  
MORTGAGE ASSOCIATION BY: SHERI  
DAWSON, VICE PRESIDENT

STATE OF OREGON )  
COUNTY OF WASHINGTON)

On October 18, 1991 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared CHERYL FRISCH personally known to me to be the ADMINISTRATIVE OFFICER AND/OR ASSISTANT VICE PRESIDENT of the Banking Association/Corporation that executed the within instrument, therein named, and acknowledged to me that such Banking Association/Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Ellen M. Frisch  
My appointment expires 5/29/94  
RECORDING REQUESTED BY:  
U.S. Bancorp Mortgage Company  
P.O. BOX 3347  
PORTLAND OR 97208

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

WHEN RECORDED MAIL TO:  
R C LARSEN  
2326 OREGON AVE  
KLAMATH FALLS OR 97601  
FILE #123671  
P/O DATE: 6/21/91

U. S. Bancorp Mtge. Co.  
on this 7th day of Nov. A.D., 19 91  
at 9:45 o'clock A M. and duly recorded  
in Vol. M91 of Mortgages Page 23362  
Evelyn Biehn, County Clerk  
By Ronnie Mulholland  
Deputy.

Fee, \$13.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 7th day  
of Nov. A.D., 19 91 at 9:28 o'clock A.M., and duly recorded in Vol. M91,  
of Mortgages on Page 23355.

FEE \$35.00

Evelyn Biehn, County Clerk

By Pauline Mulendore

# VA GUARANTEED LOAN RIDER

LN # 1856568  
Stahnke

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

20216  
23360

THIS VA GUARANTEED LOAN RIDER is made this ..... FIRST ..... day of  
..... OCTOBER ....., 19. 90 ....., and is incorporated into and shall be deemed  
to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt  
(herein "security instrument") dated of even date herewith, given by the  
undersigned (herein "Borrower") to secure Borrower's Note to  
..... DAVID M. COCKRELL AND KATHLEEN COCKRELL ..... U.S. BANCORP. MORTGAGE COMPANY  
(herein "Lender") and covering the Property described in the security  
instrument and located at ..... 4040 SUMMERS LANE, KLAMATH FALLS, .....  
..... OREGON, 97603 .....  
(Property 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:

1. 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 Lender 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.
2. 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.
3. Funding Fee. A fee equal to one-half of one percent of the balance of  
this loan 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).
4. 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.
5. 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.

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of

Mountain Title Co.,  
on this 5th day of OCTOBER, 19 90  
at 12:20 o'clock P.M. and duly recorded  
in Vol. M90 of Mortgages Page 20211

Evelyn Biehn  
By Pauline M. Neuhouser  
County Clerk Deputy.

Fee, \$33.00

David M. Cockrell  
DAVID M. COCKRELL Borrower

Kathleen Cockrell  
KATHLEEN COCKRELL Borrower

ISED

91-3529

INDEXED

D. I. V.

LN # 1856568  
Stahnke

A portion of the NE1/4 of the SE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

BEGINNING at a point on the West line of Summers Lane, which point is South 1 degree 08' East 887.91 feet and South 88 degrees 57' West 30 feet from the quarter corner common to Sections 10 and 11 of said Township and Range; thence South 88 degrees 57' West 150 feet; thence South 1 degree 08' East, 75 feet; thence North 88 degrees 57' East 150 feet to the West line of Summers Lane; thence North 1 degree 08' West 75 feet along the West line of Summers Lane to the point of beginning.

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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 this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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

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

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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

- ☐ Adjustable Rate Rider      ☐ Condominium Rider      ☐ 2-4 Family Rider  
☐ Graduated Payment Rider      ☐ Planned Unit Development Rider  
☒ Other(s) [specify] VA GUARANTEED LOAN RIDER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

David M. Cockrell      Kathleen Cockrell      (Seal)  
Borrower      DAVID M. COCKRELL      KATHLEEN COCKRELL      -Borrower

..... (Seal)  
Borrower      -Borrower

[Space Below This Line For Acknowledgment]

STATE OF OREGON,      Washington      County ss:

On this      3rd      day of      October      , 1990 , personally appeared the above named  
DAVID M. COCKRELL and KATHLEEN COCKRELL      and acknowledged  
the foregoing instrument to be      their      voluntary act and deed.

My Commission expires: 11/16/91

-KR-

Before me:

Kristi L. Redd  
Notary Public for Oregon

# REQUEST FOR RECONVEYANCE

## TO TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: .....

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. Inspection.** 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the 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 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 condemnor 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 to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums 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 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided 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 conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (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 as of the date 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such 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 reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the 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 does not have to do so.

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