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ATTN: DOCUMENT CONTROL LAGTE HOS RELECTED HOLLING P. O. BOX 1600 Calls and CANOGA PARK, CA 91304-0600

MTC 26802 Inace Above This Line For Recording Data] **DEED OF TRUST** LOAN NO. 177862 in a mar din datat THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 3 WILLIAM H NEBEKER AND CHARLOTTE W NEBEKER, HUSBAND AND WIFE. , 19 92 . The grantor is Fill British and a general for what may have a set here a generation of ("Borrower"). The trustee is MOUNTAIN TITLE CO. OF KLAMATH COUNTY ARCS MORTGAGE, INC., A CALIFORNIA CORPORATION ("Trustee"). The beneficiary is under the laws of , which is organized and existing THE STATE OF CALIFORNIA 그 분수 있어. , and whose address is 26541 AGOURA ROAD, CALABASAS, CALIFORNIA 91302-1958 Borrower owes Lender the principal sum of FIFTY NINE THOUSAND FOUR HUNDRED & 00/100 ("Lender"). Dollars (U.S. \$ ---59, 400.00 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and ). This debt is evidenced by Borrower's note payable on a set and a parabasery of a FEBRUARY 1, 1999 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this

Security Instrumen., and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located SEE ATTACHED EXHIBIT "A mar of all grants for Hills out of the second of the second of the County, Oregon: ander maneed the company premiers to be being to sphere we can be effe es ward of e

an Pande was made, the Funderice freques substantial secondly freezh satas second for the form the fr A CONTRACT OF A STATE OF A STATE สารสารครับ พระการกับรายสารครับ เมือง ( ครองสารครับ ครองสารสารครับ สารครับ คราว คราว คราว ( ) - - - - - - - - ar everages cardia france. Reference and Candor ang a goo in w**inny**, none car and angles is good for a solar side ant mean states a proper paper is **mean** as applicated been quick **metres** as the goar from a skell process of a set enceden of hour and pondant road and a road general general general general and an and a solar a second or the Foregree where a course funds and hyplicable for purches furgingly and o chester. However, i course of a specific period oberge Dorres et et a minij and oppieng the Funds, monach andrychg the occurs around the project of the case so of these forder pas

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which has the address of 5503 WALTON DRIVE ("Property Address"); Constant of the second state of the second sta

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument' as the "Property."

BORROWER COVENANTS withat Borrower 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 will defend (generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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Page 1 of 6

OREGON-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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Volma2 Page 3

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property,

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and 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 interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain

priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess It the runus lield by Lender exceed the amounts permitted to be new by applicable law, Lender and account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the

Funds in accordance with the requirements of applicable law, it the union of the value links of Lender the amount necessary to Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. 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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisiton or sale of the Property, shall apply any Funds

held by Lender at the time of acquisition or sale 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 5. Application of Fayments. Ones applicable and provides otherwise, an payments received by Lender under paragraphs 1 and 2 shan be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 4. CHAIGES, LICHS. DONOWEI SHAR PAY AN LACES, ASSESSMENTS, CHAIGES, MICE and Impositions autioutable to me rioperty which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner principal due; and last, to any late charges due under the Note.

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 provided in paragraph 2, or it not part in that manner, borrower shan pay ment on time uncerty to the person ower payment. Borrower shan promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the promptly furnish to Lender receipts evidencing the payments.

portower shall promptly discharge any neu which has priority over this security instrument times borrower. (a) agrees in while o are 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 payment of the long atom secures by the neutral manner acceptable to Lender, (b) contests in good faint the neutry, 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain the mourance share or chosen or borrowel subject to Lender's approval which share not be uncasonadity withincid. It borrower laits to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with

#### paragraph 7.

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Page 2 of 6

Form 3038 9/90 ARCS#239 (10/91)LBR

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

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

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the

lease. 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. 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 forfeiture 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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Although Lender may take action under this paragraph 7, Lender does not have to do so. 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. 8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve; until the requirement for mortgage insurance ends in accordance

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice with any written agreement between Borrower and Lender or applicable law.

at the time of or prior to an inspection specifying reasonable cause for the inspection. 10.2 preserves multiple of the contrainty functions (a) the over terroute of the corps sector as

found not not the relative many to or greater than the amount of the new many as seen see then developing any encous paid to Borrower. In this event of a partial differ- of the Police of an erber raktag eit mit gant eit the Presserty, or the convergence in the or base 3 of 9 mit. The second of a second 

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Form 3038 9/90 ARCS#239 (10/91)LBR



10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or to be a start of the Bronesty or for convergence in lieu of condemnation are baraby assimed and shall be paid to I and or **IV. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any concernation, are hereby assigned and shall be paid to Lender. To the error of a total taking of the Property, the proceeds shall be applied to the sums control by this Security Letterment and It taking of any part of the Property, or for conveyance in lieu of condemnation, are nereby 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 a due with any event of a total taking of the Property. The proceeds shall be applied to the Bronarty in which the fair market value of the Bronarty 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 in which the fair market value of the Property immediately before the taking is equal to be areater than the amount of the sums secured by this Security Instrument immediately before the then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the tair market value of the Property in which the tair market value of the Property in which the tair market value of the Property is before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums constraints by the Security Instrument instrument immediately before the taking is equal to or greater than the amount of the sums constraints by the Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums constraints by the Security Instrument immediately before the taking is equal to or greater than the amount of the sums constraints by the Security Instrument immediately before the taking is equal to or greater than the amount of the sums constraints by the Security Instrument immediately before the taking is equal to or greater than the amount of the sums constraints by the Security Instrument immediately before the taking is equal to be addeed by the sums constraints by the sums constrain intendiately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument intendiately before the reduced by the amount of the sums secured by this Security Instrument shall be reduced by the amount of the sums secured immediately before the taking divided by the form the following fraction: (a) the total amount of the sume secured immediately before the taking divided by the form taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the fair 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 Bronsetty immediately before the taking. Any belonce shall be had to Borrower. In the event of a partial taking of the

the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Broperty immediately before the taking. Any balance shall be paid to Borrower. 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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 for demonstry Borrower file to reproduce to Tender within 30 days after the date the notice is given. Tender is extracted to college and the tender of the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at a set of the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at an at the date the notice is given at an at the date the notice is given at an at the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a set of the date the notice is given at a se If the Property is abandoned by Borrower, or II, after notice by Lender to Borrower that the condemnor offers to make an award or settle a data 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 property of the Property of to the sums setured by this Seturity Instrument, whether or not the sums setured by the Seturity Instrument, whether or not the sums setured by the Seturity Instrument, whether or not the sums setured by the Seturity Instrument, whether or not the sums setured by the Seturity Instrument, whether or not the seture of the Property of to the sums setured by the Seturity Instrument, whether or not the seture of the Property of to the seture of the Property of to the seture of the Seturity Instrument whether or not the seture of the Property of to the seture of the Seture of the Seture of the Property of the Seture of t octore the taking, unless horrower and Lenger otherwise agree in writing or unless application applied to the sums secured by this Security Instrument whether or not the sums are then due. 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date the mouth of such narments referred to in paragraphs 1 and 2 or change the amount of such narments e monthly payments reterred to in paragraphs 1 and 2 or change the amount of such payments. **11. Borrower Not Released; Forbearance By Lender Not a Walver.** Extension of the time for payment or modification or modificatio IL BORTOWER NOT RELEASED; FORDERFANCE BY LENGER NOT & WRIVER. EXERSION 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 any successor in interest of Borrower and Borrower or Borrower's successor in interest. I ender shall not be required to common a modification of the sum of the original Borrower or Borrower's successor in interest. I ender shall not be required to common a modification of the sum of the original Borrower or Borrower's successor in interest. of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. due.

anortization of the sums secured by this Security instrument granted by Lenger 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 norment or otherwise modific sportization of the sume secured by this Security Lenger to any successor in interest. release the hability of the original Borrower or Borrower's successors in interest. Lenger 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 research fair demand made by the original Borrower or Borrowark successors in interest. Any forbarrows by Tender in containing and the provide the any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured of 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 that not be a waiter of or predude the everying of any right or remedy 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security
 13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security 12. 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 instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's constructed agreement of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's the Note of the successors and assigns of Lender and Borrower who consists the Security Instrument but does not execute the Note of the successors. Instrument shall bund and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrowers overlands and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is an entropy this Security Instrument only to mortage around and contain that Borrower's interest in the Property under the terms of this Security by reason of any using many by the original portower of provider successions of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

UVENANTS and agreements snall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is o-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 recorded to be the sume secured by the Security Instrument and (b) agrees that London and an other Unsigning this security instrument only to more age, grant and convey that borrower's interest in the reoperty under the terms of this Lender and any other instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other instrument; and instrument of the beam of the terms of the terms of the terms of the security Instrument of the North Security Instrument. instrument; (U) is not personally upligated 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 Recreased concent. Out that Borrower's consent. **13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is interested so that the loan secured by this security Instrument is subject to a law which sets maximum loan charges, and that law is interested so that the loan secured by this security Instrument is subject to a law which sets maximum loan charges, and that law is interested so that the loan secured by this security Instrument is subject to a law which sets maximum loan charges, and that law is Los Loan Charges. If the toan secured by this security instrument is subject to a taw which sets maximum toan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, there is any sub-loss charge shall be reduced by the encount necessarily reduce the charge to the nermitted limit and (b) any such as a subwithout that Borrower's consent.

finally interpreted so that the interest or other ioan charges collected or to be collected in connection with the loan exceed the permitted limit; and (b) any sums already index (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. Represent which exceeded memitted limits will be refunded to Represent. Tender metric house to make this refund to reduce the charge to the permitted limit; and (b) any sums already collected from Represent which exceeded memitted limits will be refunded to Represent. unen: (a) any such toan enarge shall be reduced by the amount necessary to reduce the enarge to the permitted limit; and (b) any sums aready collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the entering lowed under the Note or by making a direct number to Borrower. The refund reduces principal the reduction will be reducing and under the Note or by making a direct number to Borrower. collected from borrower which exceeded permitted hints will be relative to borrower. Lenger may choose to make this related by real-tion 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 provid response to without out precomment charge under the Note al prepayment without any prepayment charge under the Note. 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 lucture analisable law requires use of another method. The action shall be directed to the Bernstett Address of any other address Bernster

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or oy mailing it by inst class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower delivering to I ander to I mail unless applicable law requires use or anomer memod. The notice shall be directed to the Froperty 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 I ender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower. partial prepayment without any prepayment charge under the Note. uesignates by notice to Lenger. Any notice to Lenger snatt de given by first class mail to Lenger's address stated nervin 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 cauch 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 perturis located. In the event that any presision or clause of this Security Instrument of the Note condicts with analyzed to the security for the security is located. In the event, that any presision or clause of this Security Instrument of the Note condicts with analyzed to the security for the security is located. In the event, that any presision or clause of this Security Instrument of the Note condicts with analyzed to the security is located.

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 affect without the confliction exciting and the law of the security is a start of the security instrument or the Note which can be given affect without the confliction exciting and the law of the security is a start of the security instrument or the Note which can be given affect without the confliction exciting and the security is a start of the security instrument or the Note which can be given affect without the confliction exciting and the security is a start of the security instrument or the Note which can be given affect without the confliction exciting and the security is a start of the security is a Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict ball 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 or Lender when given as provided in this paragraph. 10. 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 of any interest in it is sold or interest (or if a borreficial interest is Borrower is cold on transformed and Borrower is not a natural correct property of the property of a second s 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Broperty on a Baneficial Interact in Borrower Tail or on the Security Instrument.

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100 be exercised by Lender if exercise is prohibited by lederal law as of the date of this Security Instrument. (1) 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 new all sume secured by this Security Instrument. If Borrower faile to 11 Lenger exercises this option; Lenger shall give borrower nonce or acceleration. And nonce shall provide a period of not less than 30 uays 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 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 any the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, if Borrower fails to the security instrument of this region. 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 provide provide and the Receiver

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

#### NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 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 21, 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 convenant 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.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the - 61 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.

24. Alteração Presiona da tira Scortig Instructura (n Inc Franciscus) ataximas da servición a sociedade e sociedada hann an tha sha a s

and and the second s OREGON-Single Family-Fannie Mas/Freddle Mac UNIFORM INSTRUMENT

Form 3038 9/90 ARCS#239 (10/91)LBR CHE 23. 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.

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Borrower Borrower Borrower Borrower STATE OF OREGON, Klarnath On this 2th day of January: 19.92, personally appeared the above named day of January: 19.92, personally appeared the above named WILLIAM H. NEBEKER + CHARLOTLEW. NEBEKER WILLIAM H. NEBEKER + CHARLOTLEW. NEBEKER (Official Scal) MY COMMISSION EXPIRES NOV. 16, 1995 MY COMMISSION EXPIRES NOV. 16	Ispace Below This Line For Acknowledgment] STATE OF OREGON, Klamath County ss: On this 24h day of January 1992, personally appeared the above name WILLIAM H. NEBEKER × CHARLOTLEW. NEBEKER and acknowledge WILLIAM H. NEBEKER × CHARLOTLEW. NEBEKER and acknowledge the foregoing instrument to be High NOTARY PUBLIC: OREGON NOTARY PUBLIC: ORE	recomment that mus prior to recommendation and the property of the states and a
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#### **BALLOON RIDER**

#### (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this

JANUARY

, 19 92

60

LOAN NO.

3rd day of is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt and (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note ARCS MORTGAGE, INC., A CALIFORNIA CORPORATION (the "Lender") to

of the same date and covering the property described in the Security Instrument and located at:

# 5503 WALTON DRIVE, KLAMATH FALLS, OREGON 97603 [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New , and with an interest rate equal to the FEBRUARY 1 ,20 22 Loan") with a new Maturity Date of "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

#### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder will also advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 origination fee, reasonable fees and the costs associated with exercising the Conditional Refinance Option.

CHAR

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

(Seal)

-Borrower

Willin H. Nehl	(Seal)
WILLIAM H NEBEKER	-Borrower

Charlotter 1	pla	(Scal)
LOTTE W NEBEKER		-Borrowol

(Scal) -Ba

NILON [Sign Original Only]

MULTISTATE BALLOON RIDER-Single Family-FNMA Uniform Instrument

Form 3180 12/89 ARCS#055 (08/91)LBR

MTC NO: 26802-NM

342

### EXHIBIT A LEGAL DESCRIPTION

Lot 11 and a portion of Lot 10, Block 2, RESUBDIVISION OF BLOCKS 2B and 3, HOMEDALE, in the County of Klamath, State of Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at the Southeast corner of said Lot 10, thence North 43 degrees 30' West along the Southwest line of said Lot 10, 50 feet; thence North 16 degrees 23' East 123.65 feet, more or less, to the Northeast corner of said Lot 10; thence South 0 degrees 10' West 154.9 feet to the point of beginning.

		JNTY OF KLAMATH:	SS.		the7±1	day
			in Title Co. 11:24 o'clock _	A M and duly	y recorded in Vol	M92
Filed for	record at request	of A.D., 1992 at Mort 93				
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