## 46943

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AFTER RECORDING, MAIL TO:

U.S. BANCORP MORTGAGE O'MPANY

501 S.E. HAWIHORNE BLVD.

FORTLAND, OR 97214

Attn: CLOSER

Mortgagee ID #: 40006-0000 5

Loan #:30418978 State of Oregon

[Space Above This Line For Recording Data]

IFIIA Case No.

431-2685904-703

mres 27846-HF *NEED OF TRUST* 

June 26th THIS DEED OF TRUST (" Security Instrument") is reade on The grantor is CHRISTIAN G. HEINER and SUZANNE D. HEINER 10 92

("Borrower"). The trustee is

U.S. BANK OF WASHINGTON, NATIONAL

("Trustee"). The beneficiary is , which is organized

ASSOCIATION U.S. BANCORP MORTGAGE COMPANY

the State of OREGON and existing under the laws of

, and whose address is ("Lender"). Borrower owes Lender the

501 S.E. HAWIHORNE BLV)., PORTLAND, OR 97214 SIXIY-TWO THOUSAND TWO HUNDRED EIGHTY & 00/100-

Dollars (U.S. \$62,280.00

). This debt is evidenced by Borrower's note dated the same date as this Security

Instrumen: ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced July 1st, 2022 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; 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 properly located in County, Oregon:

Lot 1 in Block 3 of CASCADE PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

"The rights and obligations of the parties under this Instrument are expressly made subject to the provisions of the Addendum and Rider(s) attached to the Deed of Trust. In the event of any conflict between the provisions of the Addendum or Rider(s) and the printed provisions of this Instrument, the conditions of the Addendum or Rider(s) Mall control."

Tax Acct #:3909 011BD 00100

which has the address of

3:41 HOPE STREET

KLAMATH FALLS

Oregon

97603

[Street] ("Froperty Address");

[Zip Code] now or hereafter erected on the property, and all easements, TOGETHER WITH all the improvements appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replicements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Institutent as the "Property."

BORROWIN COVENANTS that Borrower is leafully seised of the estate hereby conveyed, and has the right to grant and convey the Property and that the Property is unencombered, exerpt for encumbrances of record. Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

- 1. Payment of Principa, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied o to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

92169A (7-91) FILA Oregon Deed of Trust - 2/11 Page 1 of 4

Loan #: 30418878

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, has reasonably estimated by Lender, plus an amount sofficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the access over one-sixth of the estimated payments or credit the access over one-sixth of the estimated payments or credit the access over one-sixth of the estimated payments to subsequent payments by Borrower, at the opinion of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then

Borrower shall pay to Lender any amount necess ary to make up the deficiency on or before the date the item becomes due. As used in this Security Instrument, "Secretary" incans the Secretary of Housing and Urban Development or his or her designee, In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium with Lender one month insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgag; insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due

on the Note.

If Borrower senders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c)

for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead Second, to any taxes, special as essments, leasehold payments or ground rents, and fire, flood and other hazard insurance of the monthly mortgage insurance premium;

premiums, as required:

Third, to interest due under the Note: Fourth, to amortization of the principal of the Note; Fifth, to late charges due under the Nou :

4, Fire, flood and Other Hazart Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any Lazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the arrounts and for the periods that Lender requires: Borrower shall also insure all improvements on the Property, whether now in existence or subsequently exected, against loss by floods to the extent required by the Secretary. insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender. instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in to the reduction of the indentegrass, ander the rotte and this security instrainent, this to any deinquent amounts applied in the order in paragraph. 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged. Property. Any application of the proceeds to the principal shall not extend or positione the due date of the monthly payments which are referred to in paragraph. 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all

right, title and interest of Borrower in and to insurance policies in three shall pass to the purchaser.

Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Borrower shall occupy, establish, and use the Property is 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyon! Horrower's control. Borrower shall notify Lender of any extendating circumstances. Borrower shall not commit waste or destroy, camage or substantially change the Property or allow the Property to deteriorate, reasonable wear and lear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacuat or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave mate fally 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 Borrover requires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, lines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is oxed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower

If Bornswer fails to make these payments of the payments required by paragraph 2, or fails to perform any other covenants and shall promptly furnish to Lander receipts widencing these payments. H norrower tails to make these payments of the payments required by paragraph 2, or tails to perform any other coerains 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 bankrupicy, for confirmation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this patagraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall hear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall

be immediately due and payable.

The paceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other leking of any part of the Property, or for consequence in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument. First to any tender shall apply such proceeds to the reduction of the indeptendess under the Note and this Security Instrument, tirst to an delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or positione the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any cross proceeds over an amount required to pay all outstanding indehtedness Security Instrument shall be paid to the intity legally entitled thereto. under the Note and this

92169B (7-91) FHA Oregon Deed of Trust - 2/91

FHA Case #: 431-2685904-703 Ioan #: 30418878

8. Fees. Lender may collect fees and charges authorized by the Secretary.

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14436

9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except at limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the
  - (ii) Borrower defaults by failing for a period of thirty days, to perform any other obligations contained in this Security
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all s ims secured by this Security Instrument if:
  - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise
  - transferred (other than by devise or descent) by the Borrower, and (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the
- (c) No Waiver. If circumstances occur that would pesnit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waite its rights with respect to subsequent events.
- (d) Regulations of HUD Secretar: In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- Morigage Not Insured Horrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and engage for insurance under the relationship of which we says those the other interest, tender may, at its option and notwithstanding anything in paragraph 9 require immediate payment in full of all sums secured by this Security Instrument. A notwithstanding anything in paragraph 9 require immediate payment in full of all sums secured by this Security Instrument. A declining to written statement of any authorized agent of the occurring batter subsequent to be usys from the date nervoir decining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to reinit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a light to be reinstated affect has required immediate payment in full because of Borrower's account instituted. To reinstate the Security Instrument, This right applies even after foreclosure proceedings are failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are failured to pay an amount of Borrower's account instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account instituted. instituted. To reinstate the Security Instructian, Borrower shall tender in a lump sem all amounts required to bring Borrower's account current including, to the extent they are obligators of Borrower, under this Security Instrument, foreclosure, costs and reasonable and current including, to the extent they are obligators of Borrower, under this Security Instrument, foreclosure, costs and reasonable and current of the security Instrument and the obligations that the secures shall remain in effect as if Lender had not required immediate payment in full. Security Instrument and the obligations that the secures shall remain in effect as if Lender had not required immediate payment in full. Hender has accepted reinstatement after the commencement of However. Lender is not required to perial reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding. (ii) foreclosure proceedings within two years immediately preceding the commencement will adversely affect the priority of the lien received by this Security Instrument. created by this Security Instrument.
- 11. Borrover Not Released: Fortearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender 10 any successor in interest of Borrower shall not amortization of the sums operate to release the hability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence projectings against any successor in a terest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by resson of any demand made by the original Borrower or Borrower's successors forhearance by Lender in exercising any right or "emecy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bourd; Lint 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 9.b. Borrower's covenants and agreements a sall be joint and several. Any Borrower who co-signs this Security Instrument but does not Borrower's covenants. isorrowers covenants and agreements a sail the joint and several. Any northwest with consigns this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property 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 of this Security Instrument or the Note without that Forrower's consent.
- 13. 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 required use of another method. The notice shall be directed to the Property Address or any other day one unies applicable and require use to another method. The mode shall be given by first class mail to Lender's address stated 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 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 g ven as provided in this paragraph.
- This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the eacht 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 pawisson. To this end the provisions of this Security Instrument and the Note are declared to be severable
  - 15. Borrower's Copy. Borrower hall be given one conformed copy of this Security Instrument.
- of Rents. Borrewer unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Reprover authorizes Lender or Lender's agerts to collect the rents and revenues and hereby directs each tenant of the Property to pay tentrover aumenties Lender of Lender's agents to consect the rents and revenues and nervey directs each tenant of the property to pay the rents to Lender's agent. However, prior to Lender's notice to Borrower of Borrower's breach of any rovenant of agreement in the Security Instrument, Lorrower shall coffeet and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents consistuates an absolute assignment and not an assignment for additional security

If Lender gives notice of breach to Berrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property, and (c) each terant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender

Lender shall not be required to enter upon, take coatrol of or maintain the Property before or after giving notice of breach to Lender shall not be required to enter upon, take coatrol of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receive may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

14437

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursume the remedies provided in this own reaches 17 including that no limited to collect all expenses incurred in power of sale and any other remedies permitted by applicable have being span of emission of pursuing the remedies provided in this para fraph 17, including, but not limited to reasonable.

Whenever the power of sale, Leyder 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 sprescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law to Borrower, shall sell the Property at public auction to the highest bidder at the time and place and 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. Trustee may postpone sale of all or any parcel of the Friperty by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

sale. Lender of its designee may purchase the Property at any sale.

Trustee shall deliver to the purchased Trustee's deed shall be prime facine evidence of the truth of the statements made expressed or implied. The recitals in the Trustee's deed shall be prime facine 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 therein. Trustee shall apply the proceeds of the sale in the following order (a) to all expenses of the sale, including, but not therein. Trustee's and attorreps' ices: (b) to all same secured by this Security Instrument; and (c) any excess to the covern or regions legally entitled to it.

18. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the person or persons legally entitled to it. the Property and shall surrender this Security Instrument and all times evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Properly without varranty and without wharge to the person of persons legally entitled to it. Such person of

19. 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 brustee shall succeed to all the title power and duties

20. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fee conferred upon Trustee herein and by applicable it w.

Riders to this Security Instrumen. If one or more riders are executed by Borrower and recorded together with this Security awarded by an appellate courtto this security australies shall be incorporated into and shall amend and supplement the covenants of each such side; shall be incorporated into and shall amend and supplement the covenants is Security Instrument. [Check applicable box(es)]

Riders to this Security and such such Instrument, the covenants of each such agreements of this Security Instrument as if the	riácr(s) were a pai	of this Securit	y Institute it.		Growing Equi	ty Rider	
agreements of this Security institution.  Condominium Rides  Graduated Payment Rider	Property of	Connor lepecif	oladdendum to	the Deed	of Trust		
ov straving BELOW, Borrower	accepts and	grees to the	terms contained	in this Security	Instrument	and in any	rider(s)
executed by Borrower and recorded with it.							å E.
Christialthan			X	MANAL 6. HEINER	N.H.	ere	

x. Andurthtein CHRISTIAN G. HEINER

STATE OF OREGON Klameth County of 30th On this Christian Gay of voluntary act and deed. and acknowledged the foregoing instrument to OFFICIAL SEAL
OFFICIAL SEAL
OFFICIAL SEAL
NOTARY PUBLIC - DREGON
NOT Meles Nothery Public for Ore

REQUEST FOR RECONVEYANCE

is the holler of the note or notes secured by this Deed of Trust. Said note or notes, together with all other secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed indepledness secured by this perd of trust, have been paid in ton, ton are necessary unerted to cancer said note or notes and this perd of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate new held by you under this Deed of Trust to the person or persons legally entitled there to:

## ADDENDUM TO DEED OF THUST

## Single-Family Mortgage Program Oregon Housing and Community Services Department State of Oregon

The Lender Intends to assign its rights under the attached Deed of Trust to the Oregon Housing and Community Services Department, State of Oregon (the "Department"). In the event the Department accepts such assignment, the rights and obligations of the parties to the attached Deed Of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- As long as this mortgage is held by the Department, or its successors or assigns, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:
  - a. all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
    - (i) who crimot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or
    - (II) who has had a present ownership interest in a principal residence during any part of the tree-year period ending on the date of the sale of transfer, all as provided in Section 143(d) and (i)(2) of the internal Revenue Code (except that the language "100 percent" shall be substituted for "95 percent or more where the latter appears in Section 143(d)(1); or
    - (III) at an accuisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), at as provided in Section 143(e) and (i)(2) of the internal Bayanus Code; or
    - (iv) whose family income exceeds 115% percent of applicable median family income (140 percent for a family in a targeted area residence), all as provided in Section 143(f) and (i)(2) of the internal Revenue Code; or
    - b. Borrower falls to occupy the property described in the mortgage without prior written consent of the Lender or its successors or exsigns described at the beginning of this Addendum; or
    - c. Borrower cmits or misrepresents a fact that is material with respect to the provisions of Section 143 of the internal Revenue Code in an application for this mortgage.

Reference t are to the <u>internal Revenue Code</u> in effect on the date of execution of the mortgege, and are deemed to include the implementing regulations.

- The Borrower understands that the agreements and statements of feet contained in the - Addendum to Residential Loan Application are necessary conditions for granting this loan.
- The Borrower agrees that no future edverces will be made under this Deed of Trust without the consent of the Oregon Housing and Community Services Department, State of Oregon.

The Borrower understands and agrees that the above provisions and the interest rate set forth in the Note shall be in effect only if this loan is purchased by the Department or its essigns. If for any so purchased, or if such purchase is resoluded, then the above provisions shall

cease to be effective and the literast rate may be monthly installment of principal and interest may	increased to 10- % per annum, and the
NOTICE TO BORROWER: THIII DOCUMENT SUE LOAN. DO NOT SIGN IT UNLESS YOU HAVE RE	STANTIALLY MODIFIES THE TERMS OF THIS AD AND UNDERSTOOD IT.
I hereby consent to the modifications of the ter contained in this Addendum.	ma of the Deed of Trust and Note which are
D870: 1496 30 1992	经分类的 肾髓镜 医阿尔德氏 多子 大大 人名英克克 劉朝如禮國 医克勒特斯氏 人名马克克克 人名
Christian Il Heiner	Amanni O Herre
BOTTOWOT CHRISTIAN G. HEINER	SOTOWOF SUZANNE D. HEINER
STATE OF OREGON County of <u>Flametal</u> ss	
On <u>fune</u> 30 192 before me, the un and State, personally appeared the within named to be the identical individual described in a acknowledged to me that <u>fully</u> voluntarily.	nd who executed the within instrument and executed the same freely and
IN TESTIMONY WHEREOF. I have hereunto set your lest above written.  Acles m.	my hand and affixed by official seel this day and Feat
Notary Public in and for My Commission explored	or said County and State
After recording, mail to: 105 Barco yo Mortgo 501 SE Harryhore	OFFICIAL SEAL NOTARY PUBLIC OREGON OFFICIAL SEAL
Partland OR	MY COMMISSION EUPIRES APR 20, 1996
STATE OF OREGON: COUNTY OF KLAMATH: SS.	
Title	<u>Co.</u> the <u>1st</u> day
of July A.D. 19 92 at 2:08	on Page 14434
	The control of the co
FEE \$35.00 The second of the s	Evelyn Biehn County Clerk  By Aculem A New Manager