48340

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AFTER RECORDING, MAIL TO:

U.S. BANCORP MORTGAGE COMPANY

501 S.E. HAWIHORNE BLVD.

PORITAND, OR 97214

Attn: CLOSER

11TC 28004- HF

[Space Above This Line For Recording Data]

Mortgagee ID #: 40006-0000 5

Loan #:30519290 State of Oregon

431 2697800-703

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 27th . The grantor is VINCENT W DAW and LORI F DAW

("Borrower"). The trustee is U.S. BANK OF WASHINGTON, NATTONAL ASSOCIATION U.S. BANCORP MORTGAGE COMPANY ("Trustee"). The beneficiary is and existing under the laws of the State of OREGON which is organized 501 S.E. HAWIHORNE BLVD., PORTLAND, OR 97214 and whose address is principal sum of FIFTY-FIVE THOUSAND SEVEN HUNDRED NINETY-TWO & 00/100-("Lender"). Borrower owes Lender the

Dollars (U.S. \$55,792.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("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 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 property located in KLAMATH

LOT 22 OF LAMRON HOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDENDUM: THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INSTRUMENT ARE EXPRESSLY MADE SUBJECT TO THE PROVISIONS OF THE ADDENDUM ATTACHED TO THE DEED OF TRUST: IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS ADDENDUM AND THE PRINTED PROVISIONS OF THIS INSTRUMENT, THE CONDITIONS OF THE ADDENDUM SHALL CONTROLL.

Tax Acct #:3009 011DC 06200 which has the address of 5118 BARRY AVENUE

, KLAMATH FALLS

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 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 that 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.

- 1. Payment of Principal, 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 or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by The full ler, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estire.

Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts.

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

annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. It is any time the total of the payments held by Lender for items (a), (b), and (c) together with the future monthly payments for lift at any time the total of the payments held by Lender for items (a), (b), and (c), together with the estimated amount of payments for lift at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for lift at any time the total of the payments of such items, exceeds by more than one-sixth the estimated amount of payments on the Note are current, then Lender shall either refund the excess over one-sixth 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 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 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 required to pay such items when due, and if payments on the Note are current. 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 to subsequent payments or credit the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated 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 to subsequent payments by Borrower, at the of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments item when due, then of the estimated payments or credit the excess over one-sixth of the estimated payments to pay the item when due, then of the estimated payments or credit the excess over one-sixth of the estimated payments to pay the item when due, then of the estimated payments or credit the excess over one-sixth of the estimated payments to pay the item when due, then of the estimated payments or credit the excess over one-sixth of the optimization of the subsequent payments to pay the item when due, then of the estimated payments or credit the excess over one-sixth of the optimization of the more payments or credit the excess over one-sixth of the subsequent payments to pay the item when due, then one of the estimated payments to pay the item when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later item when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary of Housing and Urban Development or his or later when due, then descretary or his or later when due, then descretary or his descretary or his payments are premium to be paid by Lender to th either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge installment of the annual mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the montgage insurance premium with I ender one month insurance premium shall be in an amount sufficient to accumulate the full annual mortgage. instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium is due to the Secretary. Or if this Security Instrument is held by the secretary. insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month or if this Security Instrument is held by the prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the prior to the date the full annual mortgage insurance premium with Lender one month of the secretary and the secr prior to the date the full annual mortgage 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 to the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due

Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account for with the balance remaining for all installments for items (a) (b) and (c) and any mortages insurance permission for all installments. If Borrower tenders 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 the credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that the credited with the balance remaining 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 of the monthly mortgage insurance premium;

of the monthly mortgage insurance premium;

Second, to any taxes, special assessments. leasehold payments or ground rents and fire flood and other hazard insurance. for all installments for items (a), (b), and (c).

monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance

premiums, as required;

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence This because the property and the property of the 4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insure all improvements on the Property, whether now in existence or subsequently the Property, whether now in existence and contingencies, including fire, for which Lender requires insurance. This and contingencies, including fire, for which Lender requires insurance shall also insure all improvements on the Property, whether now in existence or subsequently that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender. The insurance policies and any renewals shall be held by Lender. The insurance policies and any renewals shall be held by Lender. 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.

Receiver Fach insurance company concerned is hereby authorized and directed to make payable to such loss directly 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 directly to Lender, at its option, either (a) and directed to make payment for such loss directly to Lender, at its option, either (a) may be applied by Lender, at its option, either (a) may be applied proceeds to the principal shall not extend or postpone 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.

r 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 title and interest of Rossower is and to insurance policies in force shall pass to the nurchaser. 5. Occupancy,

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

Within sixty days after the execution of the property as Regrower's principal residence within sixty days after the execution of the property as Regrower's principal residence. in the event of foreclosure of this Security Instrument or other transfer of title to the Properties, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser,

- 5. 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 for at least one year after the date of stenuating states. Security Instrument and shall continue to occupy this requirement will cause undue hardship occupancy, unless the Secretary determines this requirement will cause undue hardship occupancy, unless the Secretary determines the Secretary determines which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances exist which are beyond Borrower's control. occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless Borrower Borrower with the Property to deteriorate, reasonable wear shall not commit waste or destroy, damage or substantially change shall not commit waste or destroy, damage or substantially change is vacant or abandoned or the loan is in default. Lender may take Property if the Property is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take Property if the Property is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take the Property is vacant or abandoned or the loan is in default. Lender may take is vacant or abandoned or the loan is in default. Lender may take the Property is vacant or abandoned or the loan is in default. Lender may take the Property is vacant or abandoned or the loan is in default. Lender may take the Property is vacant or abandoned or the loan is in default. Lender may take the Property is vacant or abandoned or the loan is in default. Lender may take the Property to deteriorate, lender may take the Property to deteriorate, lender may take the Property to deteriorate. reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially the loan evidenced material information in connection with the loan evidenced. If this Security Instrument is on a leaschold, Borrower shall on a leaschold, Borrower shall also be in default if Borrower, during the oLender (or failed to provide Lender (or failed to, representations to Lender (or failed to, representations to Lender (or failed to, representations to Lender (or failed to, representations of Lender (or failed to, representations to Lender (or failed to, representations to Lender (or failed to, representations) the loan evidenced by the Note, including. If this Security Instrument is on a leaschold, Borrower shall also be in default if Borrower, during the outlined to, representations to Lender (or failed to provide Lender (or failed to, representations) the loan evidenced by the Note, including. If this Security Instrument is on a leaschold, Borrower approach and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be merged unless Lender and fee title shall not be in default in the loan evidence and fee title shall not be in default in the loan evidence and fee title shall not be in default in the loan evidence and fee title shall not be in default in the loan evidence and fee title shall not be
 - 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal in the Property in the pay these obligations on time directly to the entity charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity shall promptly furnish to Lender receipts evidencing these payments. which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

 If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and If Borrower fails to make these payments or the payments a legal proceeding that may significantly affect Lender's rights in the payments contained in this Security Instrument. agrees to the merger in writing.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Lender may do and pay approperty (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay approperty (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay approperty (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay approperty (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay approperty (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations).

and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this disbursed by Lender under this paragraph shall be of disbursement at the Note rate and at the ontion of Lender, shall be form the date of disbursement. These amounts shall be ar interest from the date of disbursement. Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and navable. insurance and other items mentioned in paragraph 2.

be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be condemnation or other taking of any part of the Property, or for conveyance in place of condemnation. Note and this Security Instrument, first to any paid to Lender to the extent of the full amount of the indebtedness under the Note and this Security Instrument, here proceeds to the reduction of the indebtedness under the Note and this Security Instrument, here proceeds Lender shall apply such proceeds to the reduction of the indebtedness, which are referred to in paragraph 2, or change the Lender shall apply such proceeds to the reduction of the monthly payments, which are referred to in paragraph 2, or change the delinquent amounts applied in the order provided in paragraph 3, and then to prepayment, which are referred to in paragraph 2, or change the delinquent amounts applied in the order provided in paragraph 3, and then to prepayments, which are referred to in paragraph 2, or change the delinquent amounts applied in the order provided in paragraph 3, and then to prepayments, which are referred to in paragraph 2, or change the Note and this Security Instrument shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

9. Grounds for Acceleration of Debt.

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- (a) Default. Lender may, except as 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,
 - (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 transcerred (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 permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. 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
- Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be (e) Mortgage Not Insured. Borrower 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 written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this However Lender is not required to permit reinstatement. if: (i) Lender has accepted reinstatement after the commencement of However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will after the commencement of a current foreclosure proceeding, (ii) created by this Security Installment
- 11. Borrower Not Released; Forbearance 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 to any successor in interest of Borrower shall not be a small security of the security of th amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower snall not 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.
- 12. 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 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 agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms
- 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 requires use of another method. The notice shall be given by delivering it or by mailing it by first address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated have been given to Borrower or Lender when given as provided in this paragraph.
- 14. 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 provision. To this end the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit agreement in the Security instrument, borrower shall concer and receive an tents and receives of the property as trustee for the security of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security

only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or 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 set that would prevent Lender.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver 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

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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 pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence 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. After the time required by applicable law, by applicable law by applicable law, after 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 trustee, without demand on 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 title evidence. 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

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 expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made expressed or implied. 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 the 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.

- 18. 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 revenue any recordation costs. persons shall pay any recordation costs.
- 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 trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 20. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fee awarded by an appellate court.

are executed by Borrower and recorded together with this Security

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together. Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenant agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]	; and
Condominium Rider Graduated Payment Rider Planned Unit Development Rider Growing Equity Rider Other [specify] ADDENDUM TO DEED OF TRUST	
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any executed by Borrower and recorded with it.	rider(s)

VINCENT W DAW

LORI F DAW

STATE OF OREGON

County of	KLAMATH
County or	1/11/11 11/1-1-

. 1992 , personally appeared the above named On this29th...day of July.

.Vincent W. Daw and Lori F. Daw their

voluntary act and deed.

MARY KENNEALLY
HOTARY PUBLIC - OREGON
MY COMMISSION NO. 014776
MY COMMISSION EXPIRES, APR 23, 1996
MY COMMISSION EXPIRES, APR 23, 1996

pencall

REQUEST FOR RECONVEYANCE

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 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 indebtedness, 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.

DATED:,

921*6*9D (7-91)

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ADDENDUM TO DEED OF TRUST

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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.

- 1. 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 cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of 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 or 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
 - at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue 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 fails to occupy the property described in the mortgage without prior written consent of the Lender or its successors or assigns described at the beginning of this Addendum; or
 - c. Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the <u>Internal Revenue Code</u> in an application for this mortgage.

References are to the <u>Internal Revenue Code</u> in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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2. The Borrower understands that the agreements and statements of fact contained in the Addendum to Residential Loan Application are necessary conditions for granting this loan.

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3. The Borrower agrees that no future advances 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 assigns. If for any reason it is not so purchased, or if such purchase is rescinded, then the above provisions shall cease to be effective and the interest rate may be increased to $\frac{10.500}{9}$ % per annum, and the monthly installment of principal and interest may be increased to $\frac{394.89}{9}$.

NOTICE TO BORROWER: THIS DOCUMENT SUBSTANT LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AN	
I hereby consent to the modifications of the terms of contained in this Addendum.	the Deed of Trust and Note which are
Date: July 27, 1992	Pori F. Daw
Borrower VINCENT W DAW Borro	wer LORI F DAW
STATE OF OREGON) County of Klamath Iss	
On July 29, 1992, before me, the undersigner and State, personally appeared the within named Vincen to be the identical individual described in and who acknowledged to me that they	t W Daw ^Lori R Daw known to me
voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand	and affixed by official seal this day and
official seal Mary Kenneally Not any Public in and for said C May of the state of t	
After recording, mail to: 11.5 BANCORP MORTGAGE	STATE OF OREGON. County of Klamath
501 SE HAWTHORNE BLVD	Mountain Title co. on this 31st day of July A.D., 19 _92
PORTUND, DR 97214	at 11:52 o'clock A M. and duly recorded in Vol. M92 of Mortgages Page 17080.
2	By Directori Mellicrolate Deputy
•	Fee, \$35.00