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1993		IN W. MULDER	and TINA L.	MULDER		MOTONIAT.
1777		("Borrowe	r"). The trustee is	U.S. BANK	OF WASHINGTON, N ("Trustee"). T	The beneficiary is
3000	MOITAT	김 영양을 관리 옷을		机和内约	지도, 도망했지(Apple 900.5. WI	hich is organized whose address is
	BANCORP MORTGAGE	The Dark	OREGON		("Lender"). Borrower	owes Lender the
501 \$	S.E. HAWIHORNE BL	O THOUSAND TH	REE HUNDRED	WENTY-FOUL	<u>R & 00/100</u>	
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Dollar	s (U.S. \$52, 324.00 ment ("Note"), which prov 1 1st, 2023	ides for monthly pay	ments, with the fu	Il debt, if not paid e reures to Lender:	(a) the repayment of the	e debt evidenced
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Each monthly installment for items (a). (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably termsled by carters plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become

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Case #: 4312756395-703 626

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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 Linder 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 excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option 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 necessary to make up the deficiency on or before the date the item becomes due. Borrower snall pay to Lender any amount necessary to make up the deficiency on or before the deate the atem becomes due. As used in this Security Instrument, "Secretary" means 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 instant of a mortgage insurance premium is held by the Secretary. Each monthly installment of the mortgage cuter, i) an instantient of the annual moregage instrance premium to be pair by leader to the secretary, of the monthly entrge instead of a moregage 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 moregage insurance premium with Lender one month insurance premium shall be in an amount sufficient to accumulate the full annual moregage 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

on the Note. 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 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).

3. Application of Payments. Allpayments, under Paragraphs 1 and 2 shall be applied by Lender as follows: <u>First</u> to the mortgage insurance premium to be haid by Lender to the Secretary or to the monthly charge by the Secretary instead

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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 insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and

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, shall include loss payable clauses in favor of, and in a form acceptable to, Lender instead of to Borrower and to Lender jointly. Allor any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the Network at the Section of the indebted even whether the section of instead of to Borrower and to Lender jointly. Allor 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 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 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, all

right, 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 Luan Application; Leaseholds. Borrower's 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 occurry instrument, and shall continue to occupy die rroperty as borrower's principal residence for at least one year aner the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take and tear 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 vacant or abandoned Property. 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 five 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, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity 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 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, for condemnation 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 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

of any award or claim for damages, direct or consequential, in connection with any be immediately due and payable. condemnation or other taking of any part of the Property, or for conveyance 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. paid to Lender to the extent of the juit amount of the indebtedness, under the Note and this Security Instrument, first to any Lender shall apply such proceeds to the reduction of the indebtedness, under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds ocunquent 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 postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess 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, 三部 司称为 强制制 化二磷酸

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

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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 surns 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 due date of the next monthly payment, or 84 111.9 1.8 1.1

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al tairs of (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security 高度高级的。 Instrument. 21.37.36 91641 661 M. 1 main t 12

(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 sums 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

Secretary. (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 authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(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 notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining 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 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 instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and current including, to the extent incy are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and outcomary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit 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) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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 operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower'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 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 shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 directed to the Property Address or any other address. Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 headby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach tof any covenant or agreement in the Security Instrument, Borrower shall collect and revenues and revenues, of the Property as trustee for the benefit 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 Lender only, to be applied to the sums securid by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the 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. Sec. 1. 1.

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 the debt secured by the Security Instrument is paid in full.

Page 3 of 4

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

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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 title evidence.

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If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence It 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 at any sale.

sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. 約4個1章的公司前

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 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. in mot

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. the annual 366 (**|**

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

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\$5: day of March 1993 , personally appeared the above named County of Klamath On this 26th Robin W. Mulder and Tina L. Mulder

and acknowledged the foregoing instrument to be their

voluntary act and deed.

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(Official Seal)

OFFICIAL SEAL MARY KENNEALLY NOTARY PUBLIC - ORE ON CONTRUSSION NO. 014/76 MY COMMISSION EXPIRES APR 10, 1990 Before m My Commission ex

REQUEST FOR RECONVEYANCE

推动行动

自然最新品质 TO TRUSTEE: To TROSTEE: The undersigned is the holder of the note or notes, secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. 615

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Borrower omits 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. References are to the Internal Revenue Code 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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