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Vol. M93 Page 18664

DIRECTORS MORTGAGE LOAN CORPORATION P.O. BOX 12012 RIVERSIDE, CA 92502-2212

MTC 29958

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LOAN NO .: 05246426 PIN

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JAMES R. DELAROSA AND DONNA DELAROSA. HUSBAND AND WIFE

JULY 15. 19 93

, The grantor is

("Borrower").

("Trustee").

("Lender").

, and whose address is

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON The trustee is AN OREGON CORP.

DIRECTORS MORTGAGE LOAN CORPORATION The beneficiary is A CALIFORNIA CORPORATION which is organized and existing under the laws of CALIFORNIA 1595 SPRUCE STREET RIVERSIDE, CA 92507

Borrower owes Lender the principal sum of SIXTY THOUSAND AND NOI100 Dollars (U.S. \$60,000.00). 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 AUGUST 01, 20 08 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security 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 County, Oregon:

LOT 11, BLOCK 2, WAGON TRAIL ACREAGES NUMBER ONE, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON,

> MAILING ADDRESS: HC 76, BOX 1035 LAPINE, OR 97739

which has the address of

HC 76, BOX 1035 LAPINE.

OREGON 97739 -("Property Address");

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

BORROWER COVENANTS 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.

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

OREGON- Single Family - Fannle Mae/Freddle Mac UNIFORM INSTRUMENT Form 3038 9/90 Page 1 of 5

DOCMASTERS 4/92 DMOR1C003

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

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

1. rayment of principal and interest; prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender any antiparticity over this Socurity Instrument as a lien on the Property: (b) yearly fonds. (a) yearly taxes and paragraph 8, in lieu of the Property: (b) yearly fond insurance premiums; (d) yearl

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien an agreement satisfactory to Lender subordinating the lien to this Security of the Security for the payment. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security subordinating the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

set forth above within 10 days of the giving of notice.
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be periods that Lender unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to the periods. The insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall not exceed to the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender and lender. Lender may make proof of loss if not made promptly by Borrower.
Unless Lender and Borrower on the event of loss, Borrower shall give prompt notice to the insurance arrier and Lender. Under repair is not economically feasible or Lender's counties, is not economically feasible or repair is conomically feasible or repair is decomment, whether or not then due, with any excess paid to Borrower. If Borrower aball ons the Property or to pay the sums secured on the may collect the notice from Lender that the insurance carrier the soft to sums secured to the sums secured to the sums secured to the date of the monthly payments referred to in regains in a corodance or charrier and Borrower, and Lender's or repair or not then due. The 30-day period will be lessened, the insurance hower aballons the Property, or to pay the sums secured to the sums secured to the sums secured to the date of the monthly payments referred to in prepair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower aballons the Property, or does instance routeder and Borrower's right to any insurance ca

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the property. Borrower shall not destroy, damage or impair the Property, allow the the in created by this Security Instrument or Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair precludes forfeiture of the Borrower's interest. Borrower may cure such a default and reinstate, as provided Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided Instrument or Lender's networks be in default if Borrower, during the loan application proceeding. Whether the Property as the Borrower shall also be in default if Borrower, during the loan application process, gave the Property as a principal residence of the lien created by this Security Instrument or statements to Lender (or failed to provide Lender with any material information, the Property as a principal residence of the Borrower's interest. Borrower shall also be in default if Borrower, during the loan application process, gave the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall not merge unless Lender agrees to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Page 2 of 5

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this in barkruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. 18666

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect. Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security security inmediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any secure immediately before the taking is less than the amount of the Property in which the fair market value of the Property immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking. Any otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Lender shall not be required to commence 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 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the 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. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not the security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may all sums secured by this Security Instrument bits Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

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

removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or 20, "Environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: **11.** Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable is than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall specified in the notice, any other defaust or may require immediate the default is not cured by this Security Instrument without further demand and may invoke the power of sale and any applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the endies provided in this paragraph 21, including, but not limited to, reasonable attorneys? fees and costs of title evidence. If the default and of Lender's shell secure cause the Property at public anounce more to acceleration and may invoke the power of sale, Lender shall execute or cause Trustee to execute a written notice to be recorded in a more readired by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the contry 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 and place of any previously scheduled at the Property by public announcement at the time and place of any previously scheduled to the other persons prescribed by applicable law. After the time and place and place and the index and place of any previously scheduled to reasonable cavery of the sale of the expenses of the sale, including, but not further devidence of the truth of the statem

22. 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.

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

As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

If one or more riders are executed by Borrower and recorded together with this nts of each such rider shall be incorporated into and shall amend and supplement the ment as if the rider(s) were a part of this Security Instrument. 24. Attorneys' Fees. awarded by an appellate court. 25 Riders to this Security Instrument.

25. Reacting the covenants and agreement as if the rider(s) were a part of the	
Security Instrument, the covenants and agreements as if the rider(s) were a part of end covenants and agreements of this Security Instrument as if the rider(s) are a part of end covenants and agreements of this Security Instrument as if the rider(s) are a part of end 1 - 4 Family Ride	
covenants and agreements of this Security man	я
[Check applicable box(es)]	nt Rider
Concorner Rider	

Adjustable Rate Ric Graduated Payment Rider

Balloon Rider

Other(s) [specify]

] Planned Unit Develop Rate Improvement Rider Second Home Rider

Form 3038 9/90

DOCMASTERS 4/92 DMOR1C003

ORIGINAL

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

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Witn	CSSCS.	

(Scal) Borrower (Seal) Borrower

(Seal) -Borrower

(Scal) -Borrower

LOAN NO .: 05246426 PIN

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CTATE	116	I SPECIED N
SIAID	OI.	OREGON

, 19 93 , personally appeared the above named day of JULY On this 21TH JAMES R. DELAROSA AND DONNA DELAROSE and acknowledged

DESCHUTES

voluntary act and deed. the foregoing instrument to be THEIR

(Official Seal)

My Commission expires: 1-26-96 OFFICIAL SEAL TRUDY LARGE NOTARY PUBLIC-OREGON COMMISSION NO. 012737 MY COMMISSION EXPIRES JAN. 26. 1996

Before me:	1
(\mathcal{Y})	udu Rome
	Notary Public for Oregon

County ss:

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

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

Dated:

STA	TE (OF OREGON	: COUNT	Y OF KI	LAMATH	l:	SS.	

Filed f	for rec	ord at a	request o	of	Mounta	in Title	Co			, iic	M93	_ day
of		Iu	1y	A.D., 19			_ o'clock	<u>P</u> M., and on Page <u>1</u>	duly recor 8664	ded in vol.		,
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